

Exhibit

“A”

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

KENNETH & MARIA TROUT, h/w

143 Academy Road
Clifton Heights, PA 19018

Plaintiffs

vs.

BAC HOME LOANS SERVICING, LP

6400 Legacy Drive
Plano, TX 75024

And

Civil Action No. 2:10-cv-07419-MSG

BAC GP, LLC

4500 Park Granada
Calabasas, CA 91302

And

BANK OF AMERICA, N.A.

100 North Tryon Street
Charlotte, NC 28255

Defendants

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

Plaintiffs, Kenneth and Maria Trout ("Plaintiffs", "the Trouts", "Mr. Trout" or "Mrs. Trout"), h/w, by and through undersigned counsel, Bochetto & Lentz, P.C., hereby file the following First Amended Complaint against Defendants:

I. JURISDICTION AND VENUE

1. Plaintiffs invoke the jurisdiction of this Court pursuant to 28 U.S.C. §1331 insofar as it involves federal questions involving federal statutes, including the Fair Debt Collection

Practices Act (“FDCPA”), 15 U.S.C. § 1692(a). This Court has supplemental jurisdiction over Plaintiffs’ common law claims pursuant to 28 U.S.C. §1367(a).

2. Alternatively, Plaintiffs invoke the jurisdiction of this Court pursuant to 28 U.S.C. § 1332, because this action is between citizens of different states, and the amount in controversy is greater than \$75,000. Plaintiffs are citizens of the Commonwealth of Pennsylvania and all Defendants are citizens of states other than Pennsylvania.

3. Venue is appropriate in this judicial district, because the events which gave rise to these claims occurred here and the property which is the subject of the action is situated within this district.

II. THE PARTIES

4. Plaintiffs, Mr. and Mrs. Trout are adult individuals, husband and wife, who reside at 143 Academy Road, Clifton Heights, PA 19018. For purposes of the FDCPA, Plaintiffs are “consumers.”

5. Defendant BAC Home Loans Servicing, LP (“BAC”) is a Texas limited partnership that services loans for Bank of America and has a principle place of business at 6400 Legacy Drive, Plano, TX 75024.

6. BAC GP, LLC (“BAC GP”) is a California limited liability corporation that acts as the general partner for BAC and has a principle place of business at 4500 Park Granada, Calabasas, CA 91302.

7. Defendant Bank of America, N.A. (“BOA”) is a Delaware corporation with a principle place of business at 100 North Tryon Street, Charlotte, NC 28255 and acts as an officer of BAC GP.

8. Defendants BAC and BAC GP are wholly-owned subsidiaries of BOA that service thousands of mortgages owned by BOA throughout the United States and are responsible for collecting payments from borrowers and administering foreclosure proceedings. Upon information and belief, at all times material to Plaintiffs' claims, BOA exercised control over the conduct of BAC and BAC GP, its wholly owned subsidiaries. At all times material hereto, BOA and BAC GP knew or should have known that BAC was unlawfully violating Plaintiffs' rights while acting on behalf of BOA.

9. Defendants are in the business of providing bank services to the general public and regularly, in the ordinary course of business, furnish information to one or more credit reporting agencies about credit transactions or experiences with consumers.

10. Defendant BAC is a "debt collector" as contemplated by the FDCPA, 15 U.S.C. § 1692(a).

III. FACTS COMMON TO ALL COUNTS

11. In September 2007, Mr. and Mrs. Trout purchased their first home in Clifton Heights, Pennsylvania by taking out a thirty (30) year closed-end mortgage with Countrywide Home Loans ("Countrywide") in the amount of \$145,000.00.

12. On August 25, 2008, Mr. and Mrs. Trout entered into a Loan Modification Agreement with Countrywide to resolve an initial dispute regarding the servicing of this loan. (A true and correct copy of the Loan Modification Agreement is attached hereto as Exhibit "A").

13. In January, 2009, the servicing rights for the loan were sold to Ocwen.

14. On or about June 2009, Mr. and Mrs. Trout were forced to commence a lawsuit against Ocwen and its servicer regarding their consumer mortgage loan in the United States

District Court for the Eastern District of Pennsylvania No. 09-2685, for breach of contract and other causes of action arising from Ocwen's failure to honor the Loan Modification Agreement.

15. The parties, through their respective legal counsel, drafted, approved, and executed a settlement agreement entered into between Plaintiffs and Ocwen, and the loan's owner, Freddie Mac, in November 2009. Said documents are collectively referred to hereinafter as "the Settlement Documents." (A true and correct copy of the "Settlement Documents" are attached hereto as Exhibit "B.")

A. Bank of America Acquires Plaintiffs' Loan.

16. On or about March 11, 2010, Ocwen, without any prior notice or discussions with the Trouts, notified the Trouts that they had sold the mortgage to BOA and the servicing rights on the loan to Defendant BAC. (A true and correct copy of the March, 11, 2010 notice-of-sale letter is attached hereto as Exhibit "C.")

17. On March 24, 2010, Mrs. Trout sent a letter to Defendants enclosing the settlement documents previously agreed to, in order to ensure Defendants were aware of Plaintiffs' agreement with Ocwen and the correct status of their loan. (A true and correct copy of Plaintiffs' letter to Defendants is attached hereto as Exhibit "D.")

B. Defendants Acknowledge Receipt of Plaintiffs' Prior Settlement Papers.

18. On April 15, 2010, the Trouts received a letter from BAC acknowledging the receipt of Mrs. Trout's March 24, 2010 letter containing the settlement documents. (A true and correct copy of Defendants' April 15, 2010 letter is attached hereto as Exhibit "E.")

19. The account statements from Ocwen for March and April 2010 show Mr. and Mrs. Trout were one hundred percent (100%) current on their loan obligations and that no past

due amounts existed. (A true and correct copy of the Ocwen March and April 2010 statements are attached hereto as exhibit "F.")

20. At all times after April 15, 2010, and, upon information and belief, well before then, Defendants knew or should have known the correct status of Plaintiffs' loan including the fact that Plaintiffs were current with their monthly mortgage payments.

21. On April 21, 2010, a mere six days following Defendants having acknowledged receipt of Plaintiffs' Settlement Agreement with Ocwen (which laid out the current terms of Plaintiffs' mortgage), Mr. and Mrs. Trout received a letter from BAC falsely claiming their mortgage payment was late in the amount of \$34,917.00. (A true and correct copy of the May, 2010 statement is attached hereto as Exhibit "G.")

22. Upon receipt of this statement, which made gross misrepresentations regarding the status of Plaintiffs' loan and debt to Defendants, the Trouts began their diligent efforts to correct Defendants' misinformation that continues to this day.

23. Upon receipt of this statement, Mr. and Mrs. Trout started placing multiple telephone calls to Defendants to alert them of their significant error as Plaintiffs had never missed a payment.

24. As a further step towards correcting Defendants' misinformation, Plaintiffs provided Defendants with the account statement from their personal checking account, which demonstrated beyond any doubt that their monthly mortgage payment was current and being *automatically deducted* by Defendants from their checking account. (Examples of Plaintiffs' monthly mortgage payments being deducted by Defendants on a monthly basis from their checking account are attached hereto as Exhibit "H.").

25. Rather than correct their error and misinformation, Defendants and each of them ignored the Trouts' repeated requests that the Defendants correct the error. Defendants refused to conduct the required reinvestigations of Plaintiffs' complaints that their loan was being erroneously reported as in default.

C. Defendants Commence a Malicious Campaign of Harassment.

26. In June, 2010, Defendants mailed Plaintiffs a 2010 Act 91 Notice, threatening foreclosure. The cover page of the Act 91 notice reads: "TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE." (A true and correct copy of the June, 2010 Act 91 Notice mailed to Plaintiffs by Defendants is attached hereto as Exhibit "I").

27. Following receipt of this Notice, Plaintiffs stepped up their already substantial campaign to correct Defendants misinformation by repeatedly placing phone calls to the Defendants' customer service line.

28. On each occasion when Plaintiffs placed a call to BAC, BAC's automated system would identify BAC as a BOA company, would prompt Plaintiffs to provide personal information relative to the loan, and Plaintiffs would then be put through to a customer service representative.

29. During each call, Plaintiffs would attempt to inform Defendants' representatives that they were current on their loan payments and that Defendants' information was wrong. Yet, even as Plaintiffs frantically and repeatedly called Defendants, Defendants' representatives would advise "we don't have that information" and would ask Plaintiffs "when can you make a payment." Defendants further called Plaintiffs home on nights and weekends harassing Plaintiffs to make payments Defendants knew or should have known they had already deducted automatically from Plaintiffs' bank accountants.

30. After commencement of this litigation, Mr. Kenneth Trout received a call from Defendants and asked Defendants' representatives to check their records and talk to a manager. In light of Plaintiffs' allegations, Plaintiffs received no call in return.

31. Confronted with the possibility of losing her marital home and worried that her credit might be damaged, Mrs. Trout called the number listed on the foreclosure notice approximately one hundred times.

32. After she made it through the first stage of Defendants' automated system and was hopeful that she would be put in touch with someone who could correct the error, Mrs. Trout would hear the same rote responses from Defendants' representatives: "we don't have that information"; "when can you make a payment."

33. Despite placing approximately hundred calls to Defendants, the Trouts have continued to receive notices from Defendants threatening foreclosure, causing ongoing anxiety, unrest, and severe emotional distress.

34. Tiring of speaking with the Defendants representatives who were unable or unwilling to correct Defendants' error, Plaintiffs requested an address where they could mail a certified letter only to be told by the Defendants that they do not have a street address.

35. Despite being intentionally ignored by Defendants, the Trouts have made their monthly mortgage payment on time, every time.

36. Defendants, carelessly, recklessly, and maliciously, applied these payments to the falsely alleged past due amount of \$34,917.00, making it appear as though the Trouts were failing to pay off their loan obligation in a timely fashion. Defendants recklessly violated Plaintiffs' rights by attempting to collect a balance due to a third party when Defendants knew no such balance was due.

37. Despite Mrs. Trout's phone calls and written communications to Defendants, Defendants recklessly, willfully, and wantonly continued to ignore the substantial harm they were causing to the Trouts.

38. Defendants' conduct was directed at Plaintiffs who Defendants knew to be a financially vulnerable target.

39. Worse yet, even as the Trouts repeatedly called the Defendants and wrote to them in an effort to correct Defendants' errors, the Defendants stepped up their collection efforts by calling the Trouts at home on nights and weekends seeking payments that were not due. These contacts further compounded the stress and anxiety that Defendants had already caused Plaintiffs.

40. During Plaintiffs' campaign to correct Defendants' misinformation, Defendants communicated false information regarding Plaintiffs' mortgage and the status thereof to third parties including but not limited to all three major credit reporting agencies.

41. Defendants knew or should have known there was a high degree of probability that their conduct would harm Plaintiffs, but they continued to falsely report a default as they were more focused on profits than properly servicing a small homeowner's loan.

42. Defendants' desire for profits caused Defendants to refuse to hire sufficient staff and to devote sufficient resources to properly servicing home loans such as the Plaintiffs. Defendants exhibited an attitude that they are "too big to care" and this attitude came across in the level of service provided to Plaintiffs.

43. Despite repeated phone calls from Plaintiffs, Defendants have refused to correct their knowingly false credit reporting.

44. Defendants have continued to erroneously report that Plaintiffs are in default. (See recent foreclosure notice dated January 5, 2011, attached hereto as Exhibit "J.")

45. On or about June of 2011 for no good reason, Defendants began demanding a totally new default figure (\$7,000, now down from \$34,000) erroneously alleged to be due to Ocwen who serviced the loan prior to Defendants taking over collection.

46. Plaintiffs have been traumatized by Defendants failure to rectify the erroneous credit reports, because the resulting poor credit was continuing to wreak havoc and cause embarrassment in Plaintiffs' everyday lives. Indeed, Plaintiffs had *never* missed any payments to the Defendants or their predecessors' in interest.

47. Plaintiffs have suffered significant emotional stress, loss of sleep, anxiety, mental anguish and humiliation as a result of Defendants' threat to foreclose.

48. Mr. and Mrs. Trout's credit score has plummeted due to Defendant's false and inaccurate reporting activities and they can no longer obtain credit without paying unreasonable down payments or agreeing to double-digit interest rates.

49. As a direct and proximate result of Defendants' careless, reckless and malicious conduct, the Trouts' credit rating has dropped. (See Experian and TransUnion credit reports for Kenneth Trout, attached hereto as Exhibit "K").

50. As a direct and proximate result of Defendants' careless, reckless and malicious conduct, Plaintiffs were humiliated, embarrassed and suffered anxiety.

51. As a direct and proximate result of Defendants' careless, reckless and malicious conduct, Plaintiffs were unable to obtain new windows for their home and were ever denied a loan of approximately \$2,000 from Bath Fitters to repair their bathtub liner.

52. As a direct and proximate result of Defendants' carelessness, recklessness and malicious conduct, Plaintiffs have been reluctant to purchase a new car fearful that their loan application will be denied.

53. As a direct and proximate result of Defendants' reckless, careless, and malicious conduct, Plaintiffs have been severely damaged financially and emotionally by what can only be characterized as reckless, malicious, intentional and willful conduct by all Defendants.

54. As a direct and proximate result of Defendants' reckless, careless, and malicious conduct, Plaintiff Mrs. Trout suffered a miscarriage and loss of child. Plaintiff has never suffered a miscarriage prior to Defendants' unlawful conduct.

COUNT I

VIOLATION OF THE FAIR DEBT COLLECTIONS ACT, 15 U.S.C. 1692 *et seq.*

55. Plaintiffs incorporate all other allegations in this pleading as if the same were set forth at length herein.

56. Defendants are debt collectors within the meaning of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C §1692a.

57. At the time it became the servicing agent for Plaintiffs' loan, Defendants were in the business of regularly collecting debts owed to another, and the debt was asserted by BAC to be contractually in default at the time it became the servicer of the debt. Defendants further attempted to collect a debt of a third party by erroneously asserting that Plaintiffs were in default in excess of \$34,000 of funds due to Ocwen when Defendants knew or should have known this to be false.

58. With minimal effort, Defendants could have easily determined that Plaintiffs' mortgage loan payments were not in arrears. Defendants chose not to hire sufficient staff and

devote sufficient resources to properly service Plaintiffs' loans as Defendants were solely focused on maximizing profits.

59. Defendants refused to have an appropriate reinvestigation policy in place to avoid harming consumers in Plaintiff's situation.

60. Defendants' statements to Plaintiffs have grossly misstated and misrepresented the amount and status of Plaintiffs' debt.

61. Defendants erroneously and maliciously attempted to collect a debt of a third party in the amount of \$34,917.00, when in fact no debt was due. Defendants continued these efforts after hundreds of calls and written notice to Defendants that this debt was not due.

62. On or about June of 2011 for no good reason, Defendants began demanding a totally new default figure (\$7,000, now down from \$34,000) erroneously alleged to be due to Ocwen who serviced the loan prior to Defendants taking over collection.

63. Defendants have known for many months that there is no past balance due yet they persist in harassing Plaintiffs and threatening foreclosure on this new erroneous balance as well.

64. Defendants are furnishers of credit information to consumer reporting agencies.

65. Defendants recklessly and knowingly reported false, negative, misleading and derogatory information about Plaintiffs to the consumer reporting agencies such as Experian, Equifax and Trans Union.

66. Defendants were on notice from Plaintiffs' reports to credit agencies that Defendants' information was false and Defendants were aware from prior credit report corrections made at the demands of Plaintiff that Defendants' reports of a default and past due balance were false.

67. As a direct result of the erroneous, derogatory, and false credit information being reported by the credit reporting companies, to third parties, Plaintiffs have been denied loans, denied credit and had credit cards cancelled or credit limits reduced.

68. As a result of reporting the erroneous, derogatory, and false credit information about Plaintiffs, Defendants have willfully and wantonly violated the provisions of the FDCPA.

69. Defendants knew or should have known they were reporting false and misleading information – especially after having been notified on numerous occasions by the Plaintiffs.

70. Remarkably, Defendants continue to report false, inaccurate and derogatory information about Plaintiffs despite having access to information which proves beyond any doubt that Plaintiffs are 100% current on their obligations.

71. Defendants further caused emotional harm to Plaintiffs as aforesaid.

72. Defendants have violated and continue to violate Section 1692e(2)(A) of the FDCPA by making a false representation of the character, amount, and legal status of Plaintiffs' debt.

73. Defendants violated Section 1692f of the FDCPA by, among other things, engaging in unfair or unconscionable means to collect or attempt to collect a debt.

74. In their capacities as furnishers of false and misleading credit information and in their unlawful efforts to collect a debt that was not due from Plaintiffs, Defendants have intentionally and knowingly harmed Plaintiffs in the following manner:

- Willfully and wantonly failing to comply with the FDCPA by knowingly reporting false credit information to consumer reporting agencies;
- Defaming Plaintiffs by repeatedly publishing false information to consumer reporting agencies;

- Preventing Plaintiffs from obtaining increases in their credit limits;
- Preventing Plaintiffs from qualifying for lower interest rates; and
- Causing Plaintiffs to suffer untold mental anguish, worry, embarrassment, humiliation, loss of sleep, anxiety, emotional distress and extreme stress (so great that Mrs. Trout suffered a miscarriage), and damage to their reputation.

WHEREFORE, Plaintiffs, Kenneth and Maria Trout, h/w, demand judgment in their favor and against Defendants and request that the Court enter an order:

- a. awarding Plaintiffs statutory damages pursuant to 15 U.S.C. 1692k(a)(2)(A);
- b. awarding Plaintiffs actual damages for emotional stress, mental anguish and embarrassment pursuant to 15 U.S.C. 1692k(a)(1); and
- c. costs and reasonable attorney's fees pursuant to 15 U.S.C. 1692k(a)(3).

COUNT II

VIOLATION OF THE PENNSYLVANIA FAIR CREDIT EXTENSION ACT

75. Plaintiffs incorporate all other allegations contained in this pleading as if the same were set forth at length herein.

76. Defendants are "debt collectors" within the meaning Pennsylvania's Fair Credit Extension Uniformity Act, 73 P.S. § 2270.1 *et seq.*

77. Defendants regularly collect debts owed to another and themselves.

78. Proper accounting for Plaintiffs' mortgage loan payments would have determined the Plaintiff was not in arrears.

79. Defendants' payment statements to Plaintiff have grossly misstated and misrepresented the amount and status of Plaintiffs' debt.

80. Defendants violated Section 2270.4(a) by, among other things, making a false representation of the character, amount, and legal status of Plaintiffs' debt.

81. Defendants violated Section 2270.4(a) by engaging in unfair or unconscionable means to collect or attempt to collect a debt that Defendants knew or should have known were not due.

WHEREFORE, Plaintiffs, Kenneth and Maria Trout, h/w, demand judgment in their favor and against Defendants and request that the Court enter an order:

- a. awarding Plaintiffs statutory damages pursuant to 15 U.S.C. 1692k(a)(2)(A);
- b. awarding Plaintiffs actual damages for emotional stress, mental anguish and embarrassment pursuant to 15 U.S.C. 1692k(a)(1); and
- c. costs and reasonable attorney's fees pursuant to 15 U.S.C. 1692k(a)(3).

COUNT III

DEFAMATION

82. Plaintiffs incorporate all other allegations contained in this pleading as if the same were set forth at length herein.

83. Defendants recklessly, maliciously and falsely reported that Plaintiffs were in default on their mortgage, despite Defendants' knowledge that said statements were false.

84. Despite Plaintiffs' repeated complaints and over 100 phone calls to Defendants, Defendants conducted no reasonable investigation of the truth or veracity of their continued defamatory statements concerning the reporting or accounting of Plaintiffs' loan over the last nine (9) months

85. Defendants continued to make their defamatory statements concerning the reporting or accounting of Plaintiffs' loan with reckless disregard for the truth and veracity of

those statements and without concern that the statements would significantly harm the Plaintiffs' credit and would cause emotional distress.

86. Defendants' false statements to the credit reporting agencies were made publicly and were intended to be made public.

87. Plaintiffs have suffered financial, emotional and reputational damage as a direct result of Defendants' unwarranted, unprivileged, non-consensual, and false publication of inaccurate information of a personal and private nature about Plaintiffs to others.

88. Defendants continued to publish false information about Plaintiffs to their detriment to third parties despite being informed the information is false and being advised of the correct information.

89. Defendants' conduct is sufficiently outrageous to justify substantial punitive damages in an amount sufficient to deter Defendants' conduct in the future.

WHEREFORE, Plaintiffs, Kenneth and Maria Trout, h/w, demand judgment in their favor and against Defendants and request that the Court enter an order:

- a. awarding Plaintiffs actual damages as a result of not being able to obtain credit; and
- b. awarding Plaintiffs punitive damages as a result of Defendants' reckless and outrageous conduct.

COUNT IV

INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS

90. Plaintiffs incorporate all other allegations contained in this pleading as if the same were set forth at length herein.

91. Defendants' conduct in incorrectly accounting for Plaintiffs' mortgage payments (claiming a past due amount of \$34, 917.00) was extreme and outrageous.

92. Defendants' conduct is malicious and intentional as Defendants continued to attack, harass and harm Plaintiffs despite notice from letters and over 100 phone calls.

93. Defendants' credit reporting activities were reckless, as they did so without even attempting to verify the alleged past due amounts and Defendants knew or should have known they were taking Plaintiffs' money automatically every month. (*See Exhibit "H" hereto.*)

94. Defendants' intentional refusal to speak with Plaintiffs regarding the alleged past due amount and the numerous Act 91 foreclosure notices sent on their behalf were similarly extreme and outrageous activities.

95. As a result of Defendants' extreme and outrageous conduct, Plaintiffs have suffered severe emotional distress, including but not limited to:

- a. Fear of losing the family home causing extreme stress, anxiety and mental anguish which caused Plaintiff Mrs. Trout to have a miscarriage;
- b. Embarrassment after being repeatedly denied for credit;
- c. Mental anguish and loss of sleep, appetite and ability to sleep over whether Plaintiffs could provide for themselves in the future without the ability to obtain credit; and
- d. Mental anguish over the uncertainty of their loan as a result of Defendants' refusal to speak with them and the harm to their credit and reputation.

WHEREFORE, Plaintiffs, Kenneth and Maria Trout, h/w, demand judgment in their favor and against Defendants and request that the Court enter an order:

- a. awarding Plaintiffs actual damages for their severe emotional distress; and
- b. awarding Plaintiffs punitive damages as a result of Defendant's reckless and outrageous conduct.

COUNT V

NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS

96. Plaintiffs incorporate all other allegations contained in this pleading as if the same were set forth at length herein.

97. At all times material hereto, Defendants owed Plaintiffs a duty to provide accurate information to credit reporting agencies and not to harass Plaintiffs by wrongfully threatening foreclosure.

98. Defendants breached the above mentioned duty by negligently and recklessly reporting false and inaccurate information to the three (3) major credit reporting agencies regarding the status of Plaintiffs' loan and by continuing to threaten to foreclose on Plaintiffs' home.

99. At all times material hereto, Defendants owed Plaintiffs a duty to provide them with accurate monthly statements regarding their home loan.

100. Defendants breached the above mentioned duty by engaging in reckless accounting and collection activities and erroneously averring that they had a past due amount of \$34,917.00.

101. As a result of Defendants' breach, Plaintiffs suffered from stress-induced headaches and the physical affects of lack of sleep, stress, humiliation and a miscarriage.

102. As a result of Defendants' conduct, Plaintiffs had and continue to have severe mental suffering, including but not limited to:

- a. Fear of losing the family home;
- b. Embarrassment after being repeatedly denied for credit;

- c. Mental anguish over providing for themselves in the future without the ability to obtain credit;
- d. Mental anguish over the uncertainty of their loan as a result of Defendants' refusal to speak with them;
- e. Lack of sleep and ability to concentrate; and
- f. Suffered a stress induced miscarriage.

WHEREFORE, Plaintiffs, Kenneth and Maria Trout, h/w, demand judgment in its favor and against Defendants and request that the Court enter an order:

- a. awarding Plaintiffs actual damages for their physical and emotional injuries; and
- b. awarding Plaintiffs punitive damages as a result of Defendants' reckless and outrageous conduct.

COUNT VI

VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

103. Plaintiffs incorporate all other allegations contained in this pleading as if the same were set forth at length herein.

104. At all times material hereto, Defendants were engaged in the mortgage servicing industry, a "trade" within the meaning of the Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 PA. STAT. ANN. § 20; *In re Smith*, 866 F.2d 576 (3d Cir. 1989).

105. At all times material hereto, Defendants were engaged as loan servicers, constituting a "service" within the scope of the statute.

106. Defendants repeatedly violated Section 201-2(4)(xvii) of the UTPCPL by “[e]ngaging in any other fraudulent conduct which creates a likelihood of confusion or of misunderstanding.”

107. Specifically, Defendants fraudulently claimed Plaintiffs owed a past due amount when, in fact, Plaintiffs were completely current and up to date on their payments and Defendants knew or should have known this to be the case.

108. Furthermore, Defendants fraudulently reported false and inaccurate information to the three (3) major credit reporting agencies concerning Plaintiffs home loan.

109. Such fraudulent reporting has created confusion and misunderstanding when, among other things, Plaintiffs attempted to secure credit but could not due to the serious harm Defendants’ reporting did to their credit score.

110. Any violation of Pennsylvania’s Fair Credit Extension Act is a “per se” violation under the UTPCPL. 73 P.S. 2270.5(a). Defendants, therefore, are liable to Plaintiffs for treble damages.

WHEREFORE, Plaintiffs, Kenneth and Maria Trout, h/w, demand judgment in their favor and against Defendants and request that the Court enter an order:

- a. awarding Plaintiffs actual damages for the harm suffered as a result of the confusion and misunderstanding, plus three times the amount of actual damages pursuant to 73 PA.STAT.ANN §201-9.2(a); and
- b. Costs and reasonable attorney’s fees pursuant to 73 PA.STAT.ANN §201-9.2(a).

DEMAND FOR TRIAL BY JURY

Plaintiffs demand trial by a jury of twelve persons on all claims.

Respectfully submitted,

BOCHETTO & LENTZ, P.C.

Dated: 06-21-11

BY: _____

Gavin P. Lentz, Esquire
Vincent van Laar, Esquire
Todd S. McGarvey, Esquire

Attorneys for Plaintiffs

BOCHETTO & LENTZ, P.C.

By: Gavin P. Lentz, Esq.
Vincent van Laar, Esq.
Todd S. McGarvey, Esq.
Attorney I.D. Nos.: 53609, 85672, 89624
1524 Locust Street
Philadelphia, PA 19102
215-735-3900
215-735-2455 (fax)
glentz@bochettoandlentz.com
vvanlaar@bochettoandlentz.com

Exhibit “A”



KENNETH A TROUT and MARIA A TROUT
143 Academy Rd
Clifton Heights, PA 19018

Loan #: 173661376
Property Address: 143 ACADEMY ROAD,
CLIFTON HEIGHTS, PA
19018

August 18, 2008

Dear KENNETH A TROUT and MARIA A TROUT,

We know you want to pay your mortgage, but right now you may be struggling to make your monthly payment.

We want to work with you to get your loan current again. By signing and returning the enclosed loan modification forms, we may be able to lower your monthly payment from \$1,696.18 to approximately \$1,450.39 by doing the following:

- Reducing your current interest rate to 6% for the remaining term of the loan.
- Extending the term for repayment period to 40 years. Your new maturity date will be October 1, 2048.
- Bringing your loan to a current status.

This will increase the outstanding balance of your loan because we will add any unpaid indebtedness and collection expenses to your new loan amount. Any unpaid amounts that accrue after the date of this letter and the time the documents are returned will also be added to the principal loan balance.

Simply sign, date and return one (1) complete set of the enclosed documents to us in the re-usable Federal Express envelope. Please use the return label provided and mail no later than September 14, 2008 to the following address:



Countrywide Modification, 31 Inwood Rd, Rocky Hill, CT 06067

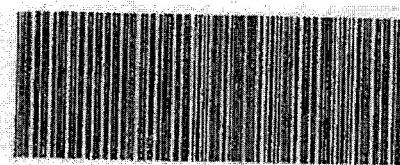
If you have questions, loan consultants are standing by from 8:00 AM until 8:00 PM Central US Time Monday through Friday, and 8:00 AM until 3:00 PM Central US Time on Saturdays except holidays at 1-877-6-HEART-8 (1-877-643-2788).

Countrywide and Freddie Mac are committed to helping our borrowers stay in their homes. We've already helped hundreds of other customers just like you. Sign and return the enclosed documents today to get your loan back on track.

Sincerely,

The Hope Team

Countrywide is required by law to inform you that this communication is from a debt collector.



August 18, 2008

The HOPE Team
CHL Loan #: 173661376

Page 1 of 3

WOGARMNR 8124 03/26/2008

RECORDING REQUESTED BY:
 Countrywide Home Loans Servicing LP
 Attn: WORKOUT DEPARTMENT, LAN-70
 177 COUNTRYWIDE WAY
 LANCASTER, CA 93536

Loan # 173661376

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 18th day of August, 2008, between KENNETH A TROUT and MARIA A TROUT, and Countrywide Home Loans Servicing LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated the 12th day of October, 2007 and in the amount of \$137,750.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the "Property", located at 143 ACADEMY ROAD, CLIFTON HEIGHTS, PA 19018.

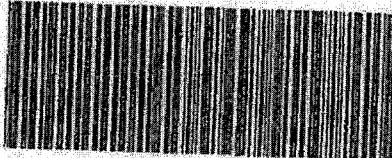
The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of October, 2008, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$145,493.54 consisting of the amount(s) loaned to the borrower by Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6% from the 1st day of March, 2008. The Borrower promises to make monthly payment of principal and interest of U.S. \$800.54 beginning on the October 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the October 1, 2048 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this agreement, the Borrower will pay these amounts in full on the Maturity Date.
3. The Borrower will make such payment at 450 American Street, Simi Valley, California 93065 or at such other place as the Lender may require.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.
5. The Borrower also will comply with all other covenants, agreements, and requirement of the Security Instrument, including, without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provision are cancelled, null, and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the original Note and Security Instrument (if any) proving for, implementing, or relating to, any adjustment, in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
6. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and

August 18, 2008
 The HOPE Team
 CHL Loan #: 173661376



Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

7. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, missated, inaccurately reflects the true and correct terms and conditions of the loan, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute acknowledgement, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, missated, inaccurate or otherwise missing document(s). If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Kenneth A. Trout
KENNETH A TROUT

Dated: 8-25-08

Maria Trout
MARIA A TROUT

Dated: 8-25-08

STATE OF Pennsylvania

COUNTY OF Philadelphia

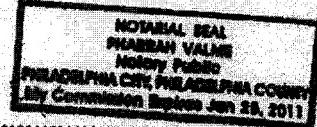
On 8/25/08 before me, Pharrell Valme, Notary Public, personally appeared

Kenneth A. Trout and Maria A. Trout

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature



Countrywide Home Loans Servicing LP

By: _____ Dated: _____

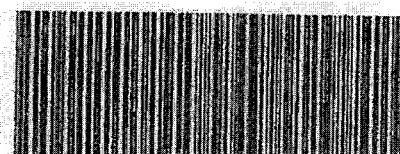
Kenneth A. Trout 2-2-09
Maria Trout 2/2/09

Sworn to and subscribed before me
this 2nd day of FEB 2009

Karen A. Parisano

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
KAREN A. PARISANO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 29, 2010



August 18, 2008
The HOPE Team
CHL Loan #: 173861379

Page 3 of 3

WDGARMNR 8124 03/26/2008

Exhibit “B”

SETTLEMENT AND RELEASE AGREEMENT

RECITALS

- A. Ocwen Loan Servicing, LLC ("Ocwen") currently services Ocwen Loan Number 70373253 for amounts due and owing by Mr. and Mrs. Trout ("Borrowers"). Ocwen services the subject loan on behalf of its investor, Freddie Mac ("Investor"). Ocwen and its Investor shall be collectively referred to as Ocwen. The Property which said Loan relates to is located at 143 Academy Road, Clifton Heights, PA 19018-2502.

- B. Prior to Ocwen servicing the loan, the subject loan for the property located at 143 Academy Road, Clifton Heights, Pennsylvania ("the Property") was serviced by Countrywide Home Loans, LP.

- C. Certain disputes have arisen between Borrower on the one hand and Ocwen and Countrywide on the other hand regarding Ocwen's collection of amounts due and owing by Borrowers and which are further described in the lawsuit entitled Kenneth and Maria Trout v. Ocwen Loan Servicing, LLC and Countrywide Home Loans, LP which was filed in the United States District Court for the Eastern District of Pennsylvania and which bears Case Number 09-2685 (hereinafter to be referred to as the "Action"). Said Action has already been dismissed by the Borrowers in reliance upon the instant settlement agreement.

- D. This Settlement and Release Agreement ("Agreement") is made and executed by and between Borrowers, Ocwen Loan Servicing, Countrywide Home Loans and Ocwen's investor. Where appropriate, Borrowers, Ocwen, Countrywide and the investor may also be collectively referred to as "Parties."

- E. Each Party to this Agreement is fully apprised of the facts set forth in these Recitals and of the facts and contentions at issue, and in all other aspects of the dispute between or among the Parties.

- F. The Parties desire to settle all disputes and claims which exist or which may exist between and among them arising out of the facts, matters, and events set forth above, without admitting any liability.

AGREEMENT

The Parties to this Agreement, for and in consideration of the mutual covenants, promises, and conditions set forth herein and subject to the terms and provisions hereof, agree to the following terms:

1. **Loan Modification:** In consideration of the representations and agreements herein, Ocwen shall provide Borrowers a loan modification which will contain the following terms (A copy of the Loan Modification is attached hereto as Exhibit "A" but will be recorded as a separate instrument in the public records as to maintain the confidentiality of the instant settlement agreement):

- a) Principal balance of \$155,810.11.
- b) Interest rate of 6% (Six percent).
- c) The principal and insurance portion of the payment shall be \$857.29 per month..
- d) The taxes and insurance portion (also known as escrow portion)of the payment will be \$695.90 per month.
- e) The total monthly payment shall therefore be \$1553.19 per month.
- f) The first payment on the loan modification shall be in the amount of \$1642.19 and shall be due on 11/19/09 and will be applied as the 12/1/09 loan modification payment.
- g) The Borrower will insure that he or she provides proof of insurance coverage to Blanca Greenstein no later than November 19, 2009;
- h) Borrower understands and stipulates to the fact that the first loan modification payment for 12/1/09 which is due on 11/19/09 shall be in the amount of \$1642.19 but that the remaining payments commencing on 1/1/10 shall equal the amount of \$1553.19 per month.
- i) The Borrower will e-mail any updated insurance information to updateinsuranceinfo@ocwen.com
- j) The loan modification will be for 480 months commencing on 12/1/009 with the maturity date of the loan modification being on 11/1/49.
- k) This modification is subject to clear title (A title search has been ordered through assigned foreclosure counsel) and the assurance that the investor for which Ocwen currently services the loan is in a secured first lien position. Should it be determined at any time that Ocwen's investor does not hold first lien position, then this agreement shall be deemed null and void as if it never existed.
- l) With the exception of the first 12/09 payment being submitted to Blanca Greenstein, all subsequent loan modifications shall be submitted in accordance with the payment remittance information affixed to the front of the loan modification and provided to Borrower's counsel under separate cover.

m) Said loan modification shall only become fully of force and effect upon completion of the following conditions by Borrowers:

- i. The original loan modification (and corresponding rider) along with the original settlement agreement shall be executed, notarized by the Borrowers and received by Ocwen no later than November 19, 2009 at 5:00 pm Eastern. The Agreement must be sent to: Ocwen Loan Servicing, LLC c/o Blanca Greenstein, 13860 Wellington Trace, Suite 38, #231, Wellington, FL 33414, Tel: 561-795-6996/Fax 561-584-6459/Cell: 561-543-9040. If the agreement is not received by said date, then Ocwen shall have the right to declare this agreement null and void as if it never existed and the parties will be restored to their original positions.
- ii. That the initial payment in the amount of \$1642.19 must also be received by Blanca Greenstein no later than November 19, 2009. Said amount must be made payable to Ocwen Loan Servicing and should be in the form of certified funds, money order or cashiers check.
- iii. That title is clear and a title endorsement can be obtained.

2. **Ocwen's obligations:** That within twenty (20) days of the conditions described in Paragraph (1)(m) being fully completed, Ocwen must:

- a. Ensure the loan modification is fully set up in Ocwen's system;
- b. Ensure that any pending foreclosure actions filed against the Borrowers are dismissed and a copy of said dismissal provided to the Borrower's counsel.
- c. That any negative credit reporting submitted as a result of the erroneous foreclosure action (as settlement discussions were in full force and effect) be removed and reported as "paid as agreed" to the three primary credit bureaus to which Ocwen regularly reports.

3. **Attorneys' Fees:** Each Party shall bear their own attorneys' fees and costs incurred. If any Party hereto commences any action arising out of this Agreement, including, without limitation, any action to enforce or interpret this Agreement, the prevailing party or parties in such action shall be entitled to recover its reasonable attorney's fees and other expenses incurred in such action. Any award of attorney's fees hereunder shall not be computed according to any court schedule, but, instead, shall be in such amount as to fully reimburse all attorney's fees actually incurred in good faith, regardless of the size of the judgment, since it is the intention of all Parties to compensate fully the prevailing party for all attorney's fees paid or incurred in good faith.

4. **Release by Borrowers:** In consideration of the recitals, covenants and agreements set forth in this Agreement; and other good and valuable consideration, receipt of which is hereby acknowledged, upon the Effective Date of this Agreement, Borrowers hereby forever and fully releases, acquits, and forever discharges Ocwen Loan Servicing, LLC, Countrywide Home Loans, LP and Freddie Mac, the investor and its/their predecessors, principals, parents, heirs, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures,

partners, insurers, investors, attorneys, officers, shareholders, directors, agents, representatives employees, clients, administrators, executors, personal representatives, the beneficiary and investor in the subject loan and their predecessors, heirs or successors in interest and assigns, and each of them, of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees) which were or could have been raised in, arise out of, relate to, or in any way, directly or indirectly, involve Ocwen account 70373253. The Borrowers also specifically waive and release any right of rescission under the federal Truth in Lending Act (TILA) and any other claims they may have, whether known or unknown, fixed or contingent, under TILA, the Home Ownership and Equity Protection Act (HOEPA), the Real Estate Settlement and Procedures Act (RESPA), the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA), or any corresponding state law statute or provision concerning the Note, the Mortgage, and/or the Action.

5. **Release of Unknown Claims:** Borrowers acknowledge and agree that they may hereafter discover facts different from, or in addition to, those facts known to him or which he now believes to be true with respect to any and all of the claims, demands, actions, causes of action, suits, liens, debts, obligations, damages, liabilities, judgments, costs, expenses, and fees (including reasonable attorney's fees) existing on the effective date of this Agreement. Borrowers nevertheless agree that the releases set forth herein have been negotiated and agreed upon, notwithstanding such acknowledgment and agreement, and hereby expressly waive any and all rights which he may have under any federal or state statute or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution. Borrowers understand and acknowledge the significance and consequences of this waiver and assume full responsibility for any and all damages, losses, costs, and expenses they may incur hereafter as a result of any of the facts, matters, and events referred to in the Recitals set forth above.

6. **Change of Circumstances:** Borrowers agree that if any facts, claims or circumstances relating to or with respect to the action of which this Agreement is executed are at any time later found, suspected, or claimed to be other than or different from the facts, claims and circumstances now believed by Borrowers to be true, that Borrowers expressly accept and assumes the risk of such possible differences of facts, claims and circumstances and agree that the releases set forth herein shall be and remain effective notwithstanding any such differences in any facts, claims or circumstances.

In addition, Borrowers acknowledge the risk and the possibility that other claims not known may develop or be discovered or consequences or results of claims may develop or be discovered in the future. Borrowers expressly acknowledge the risk that there may be claims released herein, which they may not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known would affect his decision to enter into this Agreement.

7. **Warranties and Representations:** The Parties hereto warrants and represents that (a) he, she, or it is the sole owner of all rights, claims, damages, actions, causes of action, suits and defenses, as the case may be, at law or in equity, he, she, or it has or may have or that were asserted or could have been asserted in the action, and (b) he, she, or it has not assigned, transferred, conveyed, or purported to assign, transfer, or convey to any person or entity any right, claim, action, cause of action, suit (at law or in equity), defense, demand, debt, liability, account, or obligation herein released, or any part thereof, or which would, absent such assignment, transfer or conveyance, be subject to the releases set forth in this Agreement.

8. **Acknowledgments:** Each of the Parties acknowledges and agrees that:

a. This Agreement is entered into and executed voluntarily by each of the Parties hereto and without any duress or undue influence on the part of, or on behalf of, any such Party.

b. Each of the Parties hereto has been represented by counsel of its/their own choice, or has had the opportunity to be represented by counsel and to seek advice in connection with the negotiations for, and in the preparation of, this Agreement and that he, she, or it has read this Agreement and that he, she or it is fully aware of its contents and legal effects; and

c. The drafting and negotiation of this Agreement has been undertaken by all Parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all of the parties hereto with no presumption in favor of one party over another in the event of any ambiguity.

9. **Compromise of Disputed Claims:** It is understood and agreed that this Agreement is the compromise of disputed claims, and that the terms of settlement contained herein and the releases executed are not intended to be and shall not be construed as admissions of any liability or responsibility whatsoever and each released Party expressly denies any liability or responsibility whatsoever.

10. **Severability:** If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

11. **Binding Effect:** This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective administrators, representatives, successors, and assigns.

12. **Governing Law:** This Agreement shall be governed by the laws of the State of Pennsylvania and any question arising hereunder shall be construed or determined according to such law.

13. **Representation of Parties:** The Parties each represent and warrant that the attorney signing this Agreement as his, her, or its attorney is the chosen attorney employed to represent his, her or it with respect to this Agreement and all matters covered by this Agreement, including the Releases contained herein; and that he, she or it has been fully advised by said attorney with respect to his, her or its rights with respect to the execution of this Agreement and the Releases contained herein. All

Parties who are representing themselves are warned to obtain the advice of an attorney before signing this Agreement.

14. **Further Assurances:** The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, deeds or agreements. The Parties further agree to give reasonable cooperation and assistance to any other party or parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

15. **Counterparts:** This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

16. **Confidentiality:** The terms and conditions of this Agreement and the facts of this settlement shall be confidential. Except as provided above or required by law, court order, the enforcement of the provisions hereof, or as may be reasonably required by creditors, beneficiaries, bureaus, auditors, accountants or tax consultants of the respective Parties, or any regulatory or governmental agency, the Parties and their counsel shall maintain in strict confidence and shall not disclose the substance or contents of this Agreement to any third party without the written consent of the Parties herein.

17. **Integration Clause:** This Agreement contains the entire agreement between and among the Parties hereto, and supercedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.

18. **Time Is Of The Essence:** Time is of the essence with respect to the performance of any and all provisions of this Agreement.

19. **Capacity:** That all Parties agree that no Party hereto is an infant or incompetent person for whom a committee or Guardian has been appointed.

20. **Effective Date:** This Agreement shall be deemed to be effective on the Date that it is signed by all Parties hereto.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement on the date set forth opposite his, her or its name below. **The undersigned hereby certify that they have**

read and fully understand all of the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.

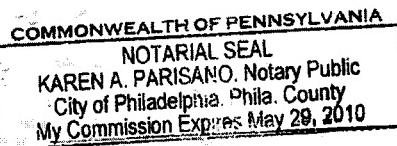
Dated: Nov 13, 2009

Maria Trout
Maria Trout

STATE OF Pennsylvania)
COUNTY OF Philadelphia) ss

Subscribed and sworn to me before this 13 day of November, 2009

My commission expires May 29, 2010



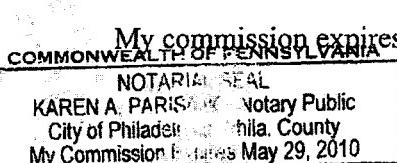
Karen A. Parisano
Notary Public In and for Said County and State

Dated: 11-13-09, 2009

Kenneth Trout
Kenneth Trout

STATE OF Pennsylvania)
COUNTY OF Philadelphia) ss

Subscribed and sworn to me before this 13 day of November, 2009.



Karen A. Parisano
Notary Public In and for Said County and State

Dated: 11/25, 2009

W A. McRae

Authorized Representative of
Ocwen Loan Servicing, LLC, Successor in
Interest to Ocwen Federal Bank and its
investor, Freddie Mac

APPROVED AS TO FORM AND CONTENT:

Dated: Nov. 16, 2009

By:



Robert Cocco, Attorney for Kenneth
and Maria Trout

LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 11/05/09, which modifies the terms of your home loan obligations as described in detail below:

A the Mortgage, Deed of Trust or Security Deed (the "Mortgage"), dated and recorded in the public records of Delaware County, and

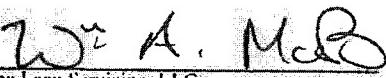
B the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at

143 Academy Road Clifton Heights, PA 19018

Pursuant to our initial agreement to modify your Note and Mortgage and in consideration of the premises, conditions and terms set forth below, the parties agree as follows:

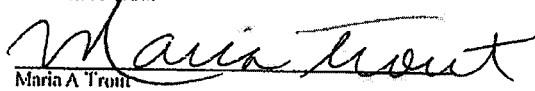
1. You agree that the new principal balance due under your modified Note and the Mortgage will be \$155,810.11. Upon modification, your Note will become contractually current.
2. You promise to make an initial payment in the amount of \$1,642.19 on or before 12/01/09, after which you will commence payments of principal and interest in the amount of \$857.29 beginning on 1/1/10 and continuing on the same day of each succeeding month until all amounts owed under the Note and Modification are paid in full.
3. Any payments due for taxes and insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification. If this loan is currently escrowed Ocwen will continue to collect the required escrow amounts with your monthly principal and interest payment.
4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 6.00000%. This rate will remain in effect until the maturity date of your loan, which is 11/1/49.
5. You understand and agree that:
 - (a) All the rights and remedies, stipulations and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof nor will this Agreement in any way impair, diminish or affect any of Ocwen's rights under or remedies on your Note and Mortgage whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for or liable on your Note and Mortgage are expressly reserved by Ocwen.
 - (c) Any expenses incurred in connection with the servicing of your loan but not yet charged to your account as of the date of this Agreement may be charged to your account after the date of this Agreement.
 - (d) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
 - (e) You agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which if approved and accepted by Ocwen, will bind and inure to your heirs, executors, administrators and assigns.
 - (f) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain, independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.

- f) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.
- g) Corrections and Omissions: You agree to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.


Owen Loan Servicing, LLC

Kenneth Trout
Kenneth A Trout

By: _____


Maria Trout
Maria A Trout

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me this 16 day of NOVEMBER, 2009 by
(name of person(s) acknowledging)


Signature of Notary

KAREN A. PARISANO
Print Name of Notary

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN A. PARISANO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 29, 2010

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Loan Number 70373253

Exhibit “C”



Case 2:10-cv-07473-MGG Document 16-1 Filed 06/21/11 Page 38 of 90
P.O. Box 24737
West Palm Beach, FL 33416-4737

Document 16-1 Filed 06/21/11 Page 38 of 90

WEBSITE: WWW.OCWEN.COM

March 11, 2010

Acct# 173661376

143 Academy Road
Clifton Heights, PA 19018

Kenneth A Trout
Maria A Trout
143 Academy Road
Clifton Heights, PA 19018-2502

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS
OCWEN LOAN NUMBER: 70373253

Property Address: 143 Academy Road
Clifton Heights, PA 19018

Dear Borrower(s):

In accordance with Section 6 of the Real Estate Settlement Act ("RESPA") (12 U.S.C. Section 2605), we are informing you that effective March 29, 2010 the servicing of your mortgage loan, that is the right to collect payments from you, will be assigned, sold and transferred to BAC Home Loans Servicing, LP. Except in limited circumstances, the law requires that your new servicer must send you notice of such transfer no later than 15 days after this effective date. As such, BAC Home Loans Servicing, LP will be contacting you in the near future to welcome you and to inform you about the servicing of your loan. Please be assured that transactions of this type are common among financial institutions and have absolutely no bearing on your credit standing.

This change does not affect any other loan or account relationships you may have with Ocwen Loan Servicing, LLC. The assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan. The transfer of servicing rights, however, may effect the terms of, or the continued availability of, mortgage life or disability insurance or any other type of optional insurance. Not everyone has this type of insurance, but if you do, you should contact your independent insurance agent for alternative coverage options, since it may not be transferable to BAC Home Loans Servicing, LP. Ocwen will furnish you a statement reflecting the amount of mortgage interest and real estate property taxes paid for the period of time we serviced your loan.

Effective March 29, 2010 direct your payments to your new servicer, BAC Home Loans Servicing, LP. Ocwen will process payments received through March 28, 2010. Payments received by Ocwen after March 28, 2010 will be forwarded to BAC Home Loans Servicing, LP. Please be advised that any ACH arrangements with Ocwen will be discontinued effective March 29, 2010. If you are currently enrolled in a Bi-Weekly or Equity Accelerator Program, you need to contact the Provider, and BAC Home Loans Servicing, LP to notify them of this pending change and to discuss your options for possibly continuing this program. The address for BAC Home Loans Servicing, LP follows:

Payment Address

BAC Home Loans Servicing, LP
Attn: Payments Processing/Acquisitions
P.O. Box 10334
Van Nuys, CA 91410-0334

Correspondence Address

BAC Home Loans Servicing, LP
PO Box 5170
Simi Valley, CA 93062-5170

If you have any questions relating to the transfer of servicing from Ocwen prior to March 29, 2010, please call our Customer Relations Department at (800)746-2936 between 9:00 am - 9:00 pm ET Monday through Thursday or 9:00 am to 6:30 pm ET on Friday.

If you have any questions after the effective date, please call the Customer Service Department for BAC Home Loans Servicing, LP at 800-669-6607 from 6 am- 5 pm. Monday through Friday (PT). It has been a pleasure serving you.

ACTIVE_CODE

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose.

Exhibit “D”

Kenneth Trout
Maria Trout
143 Academy Road
Clifton Heights, PA 19018
(484) 461-2939 – home

March 24, 2010

VIA FACSIMILE: (805) 520-5019

BAC Home Loans Servicing, LP
P.O. Box 5170
Simi Valley, CA 93062-5170

**Property Address: 143 Academy Road
Clifton Heights, Pennsylvania 19018**

To Whom It May Concern:

It is my understanding that my current mortgage loan has recently been sold to Bank of America. (See enclosed letter from Ocwen Loan Servicing, LLC dated 3/11/2010.)

I have enclosed for your file relevant documentation including a Mortgage Modification of this loan and Settlement Release Agreement that was agreed upon by Ocwen prior to the loan being transferred to Bank of America.

I am also enclosing our 2010 Borough Taxes.

Please provide me with my Bank of America loan number.

Sincerely,



Maria Trout

Enclosure

Exhibit “E”



Home Loans

Po Box: 5170
Simi Valley, CA 93065

0000965-0000965 LETRS 001 ----- 775530

Notice Date: April 15, 2010

Account No.: 173661376

Kenneth Trout & Maria Trout
143 Academy Rd
Clifton Heights PA 19018

Property Address:
143 Academy Road
Clifton Heights, PA 19018

YOUR REQUEST HAS BEEN RECEIVED

Thank you for your recent correspondence addressed to BAC Home Loans Servicing, LP.

WHAT YOU CAN EXPECT

We are in the process of obtaining the documentation and information necessary to address your questions and concerns. We will provide a more complete response within twenty (20) business days.

THANK YOU FOR YOUR BUSINESS

Please accept our sincere apology for the delay.

Thank you for the opportunity to be of assistance.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

Exhibit “F”

Exhibit “G”

1 of 4

Bank of America

Customer Service
PO Box 5170
Simi Valley, CA 93062-5170

Statement date 04/21/2010
Account Number 173661376
Property address
143 Academy Road

00111122 01 AT 0354 **AUTO T6 12878 19018-2502
MSO XW AG 044---0-2-- C0000068 IN 1 P1113

KENNETH A & MARIA A TROUT
143 Academy Rd
Clifton Heights PA 19018-2502



IMPORTANT NOTICE

If you and BAC Home Loans Servicing, LP have entered into an agreement to address your monthly payments, please make payments in accordance with this agreement.

If you have qualified for an interest rate reduction based upon current active military service, subsequent statements may not reflect the reduced payment amount. Please refer to the notice previously sent to you for the reduced payment amount.

HOME LOAN SUMMARY	Home loan overview as of 04/21/2010		Amount due on 05/01/2010 as of 04/21/2010	
	Principal balance	\$145,004.76	Home loan payment due 05/01/2010	\$1,745.85
	Escrow balance	-\$3,410.63	Past due payment amount	34,917.00
	Late Charge if payment received after 05/17/2010	\$54.80	Partial payment balance (see next page for account details)	809.09

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

PAYMENT INSTRUCTIONS

- Please
 - don't send cash
 - don't staple your check to the payment coupon
 - don't include correspondence
 - include coupon with payment
- Write the account number on the check or money order.
- Write in any additional amounts you are including.
- Make your check payable to
BAC Home Loans Servicing, LP
Attn: Remittance Processing
PO Box 15222
Wilmington, DE 19886-5222

Account number **173661376** (9)
Kenneth A & Maria A Trout
143 Academy Road
Clifton Heights, PA 19018

Please update e-mail information on the reverse side of this coupon.

SEE OTHER SIDE FOR IMPORTANT INFORMATION 288

BAC Home Loans Servicing, LP
PO BOX 15222
WILMINGTON, DE 19886-5222

Additional Principal

Additional Escrow

Check total



173661376900000174585000180065

5869900581173661376

HOME LOAN DETAILS		Monthly payment breakdown as of 04/21/2010	Loan type and term
Principal and/or interest payment		\$1,096.00	Loan type
Escrow payment amount		649.85	Contractual remaining term
Fees due		119.00	Interest rate
Total monthly home loan payment		\$1,745.85	

Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*).

The payment of the items marked with an asterisk (*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
Homeowners insurance	Erie Insurance Exchange	0572813989	Annual	09/28/2009	678.00
Monthly PMI		6301660862	Monthly	02/01/2009	335.19
School taxes	Upper Darby S.D. Tax Collector	10000004600	Annual	08/01/2009	1,800.12



When you receive your tax bill, please write your account number on your original bill and mail it immediately to BAC Home Loans Servicing, LP to prevent penalties and interest from accruing. Please send your original bill to BAC Home Loans Servicing, LP, Attn: Tax Dept CA6-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211.

Special assessment bills are your responsibility and you must pay them directly.

Home loan activity since your last statement

Date	Description	Principal	Total
04/09/2010	Principal bal adj	-\$7,807.46	-7,807.46
04/09/2010	Due date adjustment		

**Ending balance \$145,004.76

**NOTE: The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1.800.669.5833.

TO CONTACT US

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

For up-to-the-minute information about the account, use our 24-hour automated information system. To ask us about this statement or account information, call 1.866.653.6183, Mon - Fri, 8am to 9pm Eastern Time. Calls may be monitored and/or recorded for service quality purposes. Se habla español. 1.800.295.0025.

TDD 1.800.300.6407

Please have the account number available when you call.

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is: BAC Home Loans Servicing, LP, Attn:
Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA
93062-5170

CREDIT REPORTING NOTICE

Tax Dept CA6-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211

Insurance Dept, TX2-977-01-03, PO Box 961206, Fort Worth, TX
76161-0206

Payments, Attn: Remittance Processing PO Box 15222, Wilmington, DE
19886-5222

Oversight deliveries Retail Payment Services, DE5-023-03-01, Christiana
III, 900 Samoset Drive, Newark, DE 19713-6002

Our website www.bankofamerica.com

Your account information is available in Spanish on the site mentioned above.



Bank of America, N.A. Member FDIC. Bank of America, N.A. and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A., are Equal Housing Lenders. © 2010 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

Account Number 173661376

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Kenneth A & Maria A Trout

E-mail address

E-mail address

How we post your payment: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

Bank of America



Home Loans

ESCROW ACCOUNT REVIEW

Account Number 173661376

Statement date
04/21/2010Property address
143 Academy Road

Kenneth A & Maria A Trout

ESCROW EXPLAINED Part of your monthly loan payment goes into an account to pay for your property taxes and insurance premiums. During the year, payments are made out of this account when bills come due. This notice describes any changes needed in your monthly payment to maintain enough money in your escrow account to pay these bills. In our step-by-step analysis, we determine the data shown below to calculate your new escrow payment.

See below for:

- an in-depth explanation of each step of your escrow analysis

SUMMARY

Base amount needed (see Step 1)	The expected monthly amount needed to pay your property taxes and insurance premiums	\$541.70
Shortage payment (see Step 2)	The monthly amount you must pay into your escrow account to keep the balance from falling below zero during the year	\$0.00
Reserve requirement (see Step 3)	The monthly amount allowed by federal law for unexpected tax and insurance increases and other costs	\$0.00
New monthly escrow payment (see Step 4)		\$541.70
New monthly home loan payment effective 05/2010 (see Step 4)		\$1,637.70

HOW WE CALCULATE YOUR ESCROW PAYMENT

STEP 1

Determine base amount needed for the year

Escrow items	Amount needed	Frequency in months	Monthly amount needed
Homeowners insurance	\$678.00	12	\$56.50
Monthly PMI	335.19	1	335.19
School taxes	1,800.12	12	150.01
Total monthly base payment amount			\$541.70

STEP 2

Determine lowest projected balance

In the chart located below, we project the amounts you will pay into your escrow account next year and the amounts we will pay out for your insurance and tax bills. Remember, these figures are only projections and may not reflect the actual payments made at the time they are due.

Month	Escrow deposit(s)	Tax payment(s)	Insurance payment(s)	MIP/PMI payment(s)	Balance
Beginning balance					\$11,248.42
February 2009				335.19	10,913.23
March 2009				335.19	10,578.04
April 2009				335.19	10,242.85
May 2009				335.19	9,907.66
June 2009				335.19	9,572.47
July 2009				335.19	9,237.28
August 2009		1,800.12		335.19	7,101.97
September 2009			678.00	335.19	6,088.78
October 2009				335.19	5,753.59
November 2009				335.19	5,418.40
December 2009				335.19	5,083.21
January 2010				335.19	4,748.02
February 2010				335.19	4,412.83
March 2010				335.19	4,077.64
April 2010				335.19	3,742.45
May 2010				335.19	3,407.26
June 2010	541.70			335.19	3,613.77
July 2010	541.70			335.19	3,820.28
August 2010	541.70	1,800.12		335.19	2,226.67
September 2010	541.70		678.00	335.19	1,755.18*
October 2010	541.70			335.19	1,961.69
November 2010	541.70			335.19	2,168.20
December 2010	541.70			335.19	2,374.71
Ending balance					\$2,916.41
Lowest projected balance					\$1,755.18
Shortage payment amount					\$0.00

* Lowest projected balance (LPB)

Your Lowest Projected Balance (LPB) reflects a balance above zero. In the next step, we will compare this amount to your escrow reserve requirement to determine if there is an overage.

STEP 3

Determine reserve requirement

Federal law allows for the collection of a reserve amount to maintain a cushion for unexpected tax and/or insurance increases and other costs. The reserve used for this period is shown below.

Lowest projected balance (see step 2 above)	\$1,755.18
Total reserve requirement (16.6% of the base amount) *	411.37
Additional amounts required	.00
Monthly reserve requirement (\$0.00 divided by 12)	\$0.00

STEP 3 Determine reserve requirement - continued

Available overage	\$1,343.81
--------------------------	-------------------

* Base amount equals the total of payments anticipated to be paid out of the escrow account during the year but excludes PMI/MIP amounts.

Our records reflect that your Lowest Projected Balance (LPB) exceeds the reserve requirement amount. As a result, it is anticipated that you will have an overage of funds. Provided that your loan payments are current and there are no unexpected changes, we will forward an escrow overage check on 05/21/10 which you should receive within 10 days after mailing. Please note that we are unable to forward overage checks if your loan is undergoing a loan assumption. Any available overage of less than \$50.00 will be credited to your escrow account and can possibly lower your monthly escrow payment.

STEP 4 Determine monthly payments**Calculation of monthly escrow payment**

Base amount needed for taxes and/or insurance (see Step 1)	\$541.70
Shortage payment (see Step 2)	.00
Reserve requirement (see Step 3)	.00
Total monthly escrow payment	\$541.70

Calculation of monthly home loan payment

Principal and/or interest	\$1,096.00
Total monthly escrow payment	541.70
Total monthly home loan payment effective 06/2010	\$1,637.70

Exhibit “H”

EQUITY PLUS thru COMPASS BANK
BIWEEKLY PROGRAM INFORMATION FULFILLMENT

KENNETH TROUT
MARIA TROUT
143 ACADEMY RD
CLIFTON HEIGHTS, PA 19018

June 10, 2011

Reference: 112 173661376

Dear Customer:

Thank you for your inquiry and the opportunity to be of service to you. Enclosed is the information you requested. Please call on us if you may have further questions regarding this matter or additional mortgage needs.

Sincerely,

Biweekly Drafting Administration
(800) 361-1205

History Records Detail Report 6/10/11 Pg: 1
 For Loan: 112 - 173661376

Copyright 2007 BiSaver

KENNETH TROUT
 MARIA TROUT
 143 ACADEMY RD
 CLIFTON HEIGHTS, PA 19018

Investor Type Blank

DATE	TRANSACTION	AMOUNT	TRAN #
4-29-10	INCREASE UNAPPL BAL	797.05	16
4-30-10	BIWEEKLY TRANSFER	797.05	17
4-30-10	COLLECT ACH FEES	2.95	18
5-10-10	MONTHLY PITI PAYMENT	1,541.57	19
5-10-10	ADDITIONAL PRINCIPAL	52.53	20
5-14-10	BIWEEKLY TRANSFER	797.05	21
5-14-10	COLLECT ACH FEES	2.95	22
5-28-10	BIWEEKLY TRANSFER	797.05	23
5-28-10	COLLECT ACH FEES	2.95	24
6-04-10	MONTHLY PITI PAYMENT	1,541.57	25
6-04-10	ADDITIONAL PRINCIPAL	52.53	26
6-11-10	BIWEEKLY TRANSFER	797.05	27
6-11-10	COLLECT ACH FEES	2.95	28
6-25-10	BIWEEKLY TRANSFER	797.05	29
6-25-10	COLLECT ACH FEES	2.95	30
7-02-10	MONTHLY PITI PAYMENT	1,541.57	31
7-02-10	ADDITIONAL PRINCIPAL	52.53	32
7-09-10	BIWEEKLY TRANSFER	797.05	33
7-09-10	COLLECT ACH FEES	2.95	34
7-23-10	BIWEEKLY TRANSFER	797.05	35
7-23-10	COLLECT ACH FEES	2.95	36
8-03-10	MONTHLY PITI PAYMENT	1,541.57	37
8-03-10	ADDITIONAL PRINCIPAL	52.53	38
8-06-10	BIWEEKLY TRANSFER	797.05	39
8-06-10	COLLECT ACH FEES	2.95	40
8-20-10	BIWEEKLY TRANSFER	797.05	41
8-20-10	COLLECT ACH FEES	2.95	42
9-03-10	MONTHLY PITI PAYMENT	1,541.57	43
9-03-10	ADDITIONAL PRINCIPAL	52.53	44
9-03-10	BIWEEKLY TRANSFER	797.05	45
9-03-10	COLLECT ACH FEES	2.95	46
9-17-10	BIWEEKLY TRANSFER	797.05	47
9-17-10	COLLECT ACH FEES	2.95	48
10-01-10	MONTHLY PITI PAYMENT	1,541.57	49
10-01-10	ADDITIONAL PRINCIPAL	52.53	50
10-01-10	BIWEEKLY TRANSFER	797.05	51
10-01-10	COLLECT ACH FEES	2.95	52
10-15-10	BIWEEKLY TRANSFER	797.05	53
10-15-10	COLLECT ACH FEES	2.95	54
10-29-10	BIWEEKLY TRANSFER	797.05	57
10-29-10	COLLECT ACH FEES	2.95	58
11-03-10	MONTHLY PITI PAYMENT	1,541.57	55
11-03-10	ADDITIONAL PRINCIPAL	52.53	56
11-12-10	BIWEEKLY TRANSFER	797.05	59
11-12-10	COLLECT ACH FEES	2.95	60

11-26-10	BIWEEKLY TRANSFER	797.05	61
11-26-10	COLLECT ACH FEES	2.95	62
12-03-10	MONTHLY PITI PAYMENT	1,541.57	63
12-03-10	ADDITIONAL PRINCIPAL	849.58	64
12-10-10	BIWEEKLY TRANSFER	797.05	65
12-10-10	COLLECT ACH FEES	2.95	66
12-24-10	BIWEEKLY TRANSFER	797.05	67
12-24-10	COLLECT ACH FEES	2.95	68
1-03-11	MONTHLY PITI PAYMENT	1,541.57	69
1-03-11	ADDITIONAL PRINCIPAL	52.53	70
1-07-11	BIWEEKLY TRANSFER	797.05	71
1-07-11	COLLECT ACH FEES	2.95	72
1-21-11	BIWEEKLY TRANSFER	797.05	73
1-21-11	COLLECT ACH FEES	2.95	74
2-03-11	MONTHLY PITI PAYMENT	1,541.57	75
2-03-11	ADDITIONAL PRINCIPAL	52.53	76
2-04-11	BIWEEKLY TRANSFER	797.05	77
2-04-11	COLLECT ACH FEES	2.95	78
2-18-11	BIWEEKLY TRANSFER	797.05	79
2-18-11	COLLECT ACH FEES	2.95	80
3-03-11	MONTHLY PITI PAYMENT	1,541.57	81
3-03-11	ADDITIONAL PRINCIPAL	52.53	82
3-04-11	BIWEEKLY TRANSFER	797.05	83
3-04-11	COLLECT ACH FEES	2.95	84
3-18-11	BIWEEKLY TRANSFER	797.05	85
3-18-11	COLLECT ACH FEES	2.95	86
4-01-11	MONTHLY PITI PAYMENT	1,541.57	87
4-01-11	ADDITIONAL PRINCIPAL	52.53	88
4-01-11	BIWEEKLY TRANSFER	797.05	89
4-01-11	COLLECT ACH FEES	2.95	90
4-15-11	BIWEEKLY TRANSFER	797.05	91
4-15-11	COLLECT ACH FEES	2.95	92
4-29-11	BIWEEKLY TRANSFER	797.05	95
4-29-11	COLLECT ACH FEES	2.95	96
5-03-11	MONTHLY PITI PAYMENT	1,541.57	93
5-03-11	ADDITIONAL PRINCIPAL	52.53	94
5-13-11	BIWEEKLY TRANSFER	797.05	97
5-13-11	COLLECT ACH FEES	2.95	98
5-27-11	BIWEEKLY TRANSFER	797.05	101
5-27-11	COLLECT ACH FEES	2.95	102
6-03-11	MONTHLY PITI PAYMENT	1,541.57	99
6-03-11	ADDITIONAL PRINCIPAL	52.53	100
6-10-11	BIWEEKLY TRANSFER	797.05	103
6-10-11	COLLECT ACH FEES	2.95	104

History Records Detail Report
For Loan: 112 - 70373253

11/15/10 Pg: 1
Copyright 2007 BiSaver

KENNETH TROUT
Blank
MARIA TROUT
143 ACADEMY RD
CLIFTON HEIGHTS, PA 19018
Suspended 4/29/10 See Fi 4/29/10

Investor Type

DATE	TRANSACTION	AMOUNT	TRAN #
2-16-10	ACH PRE-NOTIFICATION	.00	1
2-19-10	BIWEEKLY TRANSFER	797.05	2
2-19-10	COLLECT ACH FEES	2.95	3
3-05-10	BIWEEKLY TRANSFER	797.05	4
3-05-10	COLLECT ACH FEES	2.95	5
3-10-10	MONTHLY PITI PAYMENT	1,541.57	6
3-10-10	ADDITIONAL PRINCIPAL	52.53	7
3-19-10	BIWEEKLY TRANSFER	797.05	8
3-19-10	COLLECT ACH FEES	2.95	9
4-02-10	BIWEEKLY TRANSFER	797.05	10
4-02-10	COLLECT ACH FEES	2.95	11
4-09-10	MONTHLY PITI PAYMENT	1,541.57	12
4-09-10	ADDITIONAL PRINCIPAL	52.53	13
4-16-10	BIWEEKLY TRANSFER	797.05	14
4-16-10	COLLECT ACH FEES	2.95	15
4-29-10	DECREASE UNAPPL BAL	797.05	16

History Records Detail Report
For Loan: 112 - 173661376

11/15/10 Pg: 1
Copyright 2007 BiSaver

KENNETH TROUT
Blank
MARIA TROUT
143 ACADEMY RD
CLIFTON HEIGHTS, PA 19018

Investor Type

DATE	TRANSACTION	AMOUNT	TRAN #
4-29-10	INCREASE UNAPPL BAL	797.05	16
4-30-10	BIWEEKLY TRANSFER	797.05	17
4-30-10	COLLECT ACH FEES	2.95	18
5-10-10	MONTHLY PITI PAYMENT	1,541.57	19
5-10-10	ADDITIONAL PRINCIPAL	52.53	20
5-14-10	BIWEEKLY TRANSFER	797.05	21
5-14-10	COLLECT ACH FEES	2.95	22

5-28-10	BIWEEKLY TRANSFER	797.05	23
5-28-10	COLLECT ACH FEES	2.95	24
6-04-10	MONTHLY PITI PAYMENT	1,541.57	25
6-04-10	ADDITIONAL PRINCIPAL	52.53	26
6-11-10	BIWEEKLY TRANSFER	797.05	27
6-11-10	COLLECT ACH FEES	2.95	28
6-25-10	BIWEEKLY TRANSFER	797.05	29
6-25-10	COLLECT ACH FEES	2.95	30
7-02-10	MONTHLY PITI PAYMENT	1,541.57	31
7-02-10	ADDITIONAL PRINCIPAL	52.53	32
7-09-10	BIWEEKLY TRANSFER	797.05	33
7-09-10	COLLECT ACH FEES	2.95	34
7-23-10	BIWEEKLY TRANSFER	797.05	35
7-23-10	COLLECT ACH FEES	2.95	36
8-03-10	MONTHLY PITI PAYMENT	1,541.57	37
8-03-10	ADDITIONAL PRINCIPAL	52.53	38
8-06-10	BIWEEKLY TRANSFER	797.05	39
8-06-10	COLLECT ACH FEES	2.95	40
8-20-10	BIWEEKLY TRANSFER	797.05	41
8-20-10	COLLECT ACH FEES	2.95	42
9-03-10	MONTHLY PITI PAYMENT	1,541.57	43
9-03-10	ADDITIONAL PRINCIPAL	52.53	44
9-03-10	BIWEEKLY TRANSFER	797.05	45
9-03-10	COLLECT ACH FEES	2.95	46
9-17-10	BIWEEKLY TRANSFER	797.05	47
9-17-10	COLLECT ACH FEES	2.95	48
10-01-10	MONTHLY PITI PAYMENT	1,541.57	49
10-01-10	ADDITIONAL PRINCIPAL	52.53	50
10-01-10	BIWEEKLY TRANSFER	797.05	51
10-01-10	COLLECT ACH FEES	2.95	52
10-15-10	BIWEEKLY TRANSFER	797.05	53
10-15-10	COLLECT ACH FEES	2.95	54
10-29-10	BIWEEKLY TRANSFER	797.05	57
10-29-10	COLLECT ACH FEES	2.95	58
11-03-10	MONTHLY PITI PAYMENT	1,541.57	55
11-03-10	ADDITIONAL PRINCIPAL	52.53	56
11-12-10	BIWEEKLY TRANSFER	797.05	59
11-12-10	COLLECT ACH FEES	2.95	60

EQUITY PLUS thru COMPASS BANK
BIWEEKLY PROGRAM INFORMATION FULFILLMENT

KENNETH TROUT
MARIA TROUT
143 ACADEMY RD
CLIFTON HEIGHTS, PA 19018

Nov 17, 2010

Reference: 112 173661376

Dear Customer:

Thank you for your inquiry and the opportunity to be of service to you. Enclosed is the information you requested. Please call on us if you may have further questions regarding this matter or additional mortgage needs.

Sincerely,

Biweekly Drafting Administration
(800) 361-1205

Exhibit “I”



Home Loans
P.O. Box 660694
Dallas, TX 75266-0694

Send Payments to:
P.O. Box 15222
Wilmington, DE 19886-5222

June 7, 2010

Kenneth A Trout
143 ACADEMY RD
CLIFTON HEIGHTS, PA 19018-2502

Account No.: 173661376
Property Address:
143 Academy Road
Clifton Heights, PA 19018-2502

Current Servicer:
BAC Home Loans Servicing, LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with Impaired hearing can call 1-717-780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Kenneth A Trout
PROPERTY ADDRESS: 143 Academy Road
Clifton Heights, PA 19018-2502
LOAN ACCT. NO.: 173661376
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Please write your account number on all checks and correspondence.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

BLQPA1 H1722 03/08/2010

Payment Instructions:

- Make your check payable to BAC Home Loans Servicing, LP
- Don't send cash
- Please include coupon with your payment

Coupon Number: 173661376-9

Kenneth A Trout
143 Academy Road
Clifton Heights, PA 19018-2502

Balance Due for charges listed above: \$37,161.16 as of June 7, 2010.

Please update e-mail information on the reverse side of this coupon.

BLOPA1

Additional Principal

Additional Escrow

Check Total

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

BAC Home Loans Servicing, LP
PO BOX 15222
Wilmington, DE 19886-5222

173661376900003718116003718116

5869900581736613761*

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for Thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for Thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within Thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

NOTICE OF INTENT TO FORECLOSE YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE. YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE.

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

143 Academy Road Clifton Heights, PA 19018-2502

IS SERIOUSLY IN DEFAULT because

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

<u>Monthly Charges:</u>	09/01/2008	\$36,662.85
	06/01/2010	\$1,637.70
<u>Late Charges:</u>	09/01/2008	\$1,150.80
<u>Other Charges:</u>	Uncollected Late Charges:	\$0.00
	Uncollected Costs:	\$133.00
	Partial Payment Balance:	<u>(\$2,403.19)</u>
	TOTAL DUE:	\$37,181.16

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$37,181.16 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

E-mail use: Providing your e-mail address below will allow us to send you information on your account.
Account Number: 173661376
Kenneth A Trout E-mail address:

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

BAC Home Loans Servicing, LP at P.O. Box 15222, Wilmington, DE 19886-5222.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted**

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be **approximately six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: *BAC Home Loans Servicing, LP*

Address: *P. O. Box 660694 Dallas, TX 75266-0694*

Phone Number: *1-800-405-0078*

Fax Number: *1-817-230-6811*

Contact Person: *MS TX2-977-01-13*

Attention: *Loan Counselor*

Email Address: To ensure secure email communications please log on to the BAC Home Loans Servicing, LP Website at www.bankofamerica.com and email us by navigating through the Customer Service link provided

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, BAC Home Loans Servicing, LP may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagor's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**



If you are unable to cure the default on or before July 7, 2010, BAC Home Loans Servicing, LP wants you to be aware of various options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least $\frac{1}{2}$ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by July 7, 2010 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-405-0078.

~~Attachment. Itemization of charges and fees~~

<u>Monthly Charges:</u>	09/01/2008	-	05/31/2010	@	\$1,745.85	\$36,662.85
	06/01/2010	-	06/30/2010	@	\$1,637.70	\$1,637.70
<u>Late Charges:</u>	09/01/2008	-	05/31/2010	@	\$54.80	\$1,150.80
<u>Other Charges:</u>	Uncollected Late Charges: INSPECTION-OCCUPIED Partial Payment Balance:					\$0.00 \$133.00 <u>(\$2,403.19)</u>
					TOTAL DUE:	\$37,181.16



CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

DELAWARE COUNTY

CCCS of Delaware Valley 1608 Walnut Street 10th Floor Philadelphia, PA 19107 215.563.5665	Opportunity Inc. Two Bala Plaza Suite 300 Philadelphia, PA 19004 610.660.6687	Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 215.877.1157
Diversified Community Services Dixon House 1920 South 20th Street Philadelphia, PA 19145 215.336.3511	Phila Council For Community Advmnt 100 North 17th Street Suite 600 Philadelphia, PA 19103 215.567.7803 800.930.4663	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 215.563.5665
Urban League of Philadelphia 1818 Market Street 20th Floor Philadelphia, PA 19103 215.985.3220	American Financial Counseling Services 175 Trafford Avenue Suite One Wayne, PA 19087 267.228.7903 800.490.3039	FOB CDC 1201 West Olney Avenue Philadelphia, PA 19141 215.549.8755
HACE 167 W. Allegheny Avenue 2nd Fl Philadelphia, PA 19140 215.426.8025	American Credit Counseling Institute 526-528 Dekalb Street Norristown, PA 19401 610.971.2210 888.212.6741	Housing Partnership of Chester County 41 West Lancaster Ave Downington, PA 19335 610.518.1522
Germantown Settlement 5538 Wayne Avenue Bldg C Philadelphia, PA 19144 215.849.3104	Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 215.765.1221	Media Fellowship House 302 South Jackson Street Media, PA 19063 610.565.0434
Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 610.876.8663	Advocates for Financial Independence 202 East Hinkley Avenue Ridley Park, PA 19078 215.389.2810	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 215.324.7500
American Credit Counseling Institute 175 Strafford Avenue Suite 1 Wayne, PA 19087 610.971.2210 888.212.6741	American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 610.874.1484	APM 2147 North Sixth Street Philadelphia, PA 19122 215.235.6788
CCCS of Delaware Valley 790 E. Market St. Suite 170, Marshall Building West Chester, PA 19382 215.563.5665		

Bank of America


Home Loans
P.O. Box 660694
Dallas, TX 75266-0694

Send Payments to:
P.O. Box 15222
Wilmington, DE 19886-5222

June 7, 2010

Maria A Trout
143 ACADEMY RD
CLIFTON HEIGHTS, PA 19018-2502

Account No.: 173661376
Property Address:
143 Academy Road
Clifton Heights, PA 19018-2502

Current Servicer:
BAC Home Loans Servicing, LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call 1-717-780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): Maria A Trout
PROPERTY ADDRESS: 143 Academy Road
Clifton Heights, PA 19018-2502
LOAN ACCT. NO.: 173661376
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Please write your account number on all checks and correspondence.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

BLOPA1 11722 03/08/2010

Payment Instructions:

- Make your check payable to BAC Home Loans Servicing, LP
- Don't send cash
- Please include coupon with your payment

Account Number: 173661376-9

Maria A Trout
143 Academy Road
Clifton Heights, PA 19018-2502

Balance Due for charges listed above: \$37,181.16 as of June 7, 2010.
Please update e-mail information on the reverse side of this coupon.

BLOPA1

Additional Principal
 Additional Escrow

Check Total

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

BAC Home Loans Servicing, LP
PO BOX 15222
Wilmington, DE 19886-5222

173661376900003718116003718116

• 5869900581173661376 •

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for Thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for Thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within Thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

NOTICE OF INTENT TO FORECLOSE YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE. YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE.

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

143 Academy Road Clifton Heights, PA 19018-2502

IS SERIOUSLY IN DEFAULT because

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

<u>Monthly Charges:</u>	09/01/2008	\$36,662.85
	06/01/2010	\$1,637.70
<u>Late Charges:</u>	09/01/2008	\$1,150.80
<u>Other Charges:</u>	Uncollected Late Charges:	\$0.00
	Uncollected Costs:	\$133.00
	Partial Payment Balance:	(\$2,403.19)
	TOTAL DUE:	\$37,181.16

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$37,181.16 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

E-mail use: Providing your e-mail address below will allow us to send you information on your account.
Account Number: 173661376
Maria A Trout E-mail address:

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

BAC Home Loans Servicing, LP at P.O. Box 15222, Wilmington, DE 19886-5222.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees. YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted**

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: *BAC Home Loans Servicing, LP*

Address: *P. O. Box 660694 Dallas, TX 75266-0694*

Phone Number: *1-800-405-0078*

Fax Number: *1-817-230-6811*

Contact Person: *MS TX2-977-01-13*
Attention: *Loan Counselor*

Email Address: To ensure secure email communications please log on to the BAC Home Loans Servicing, LP Website at www.bankofamerica.com and email us by navigating through the Customer Service link provided

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, BAC Home Loans Servicing, LP may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**



If you are unable to cure the default on or before July 7, 2010, BAC Home Loans Servicing, LP wants you to be aware of various options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by July 7, 2010 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-405-0078.

Attachment: Itemization of Charges and Fees

<u>Monthly Charges:</u>	09/01/2008	-	05/31/2010	@	\$1,745.85	\$36,662.85
	06/01/2010	-	06/30/2010	@	\$1,637.70	\$1,637.70
<u>Late Charges:</u>	09/01/2008	-	05/31/2010	@	\$54.80	\$1,150.80
<u>Other Charges:</u>	Uncollected Late Charges: INSPECTION-OCCUPIED Partial Payment Balance:				\$0.00 \$133.00 <u>(\$2,403.19)</u>	
				TOTAL DUE:		\$37,181.16



CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

DELAWARE COUNTY

CCCS of Delaware Valley 1608 Walnut Street 10th Floor Philadelphia, PA 19107 215.563.5665	Opportunity Inc. Two Bala Plaza Suite 300 Philadelphia, PA 19004 610.860.6687	Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 215.877.1157
Diversified Community Services Dixon House 1920 South 20th Street Philadelphia, PA 19145 215.336.3511	Phila Council For Community Advmnt 100 North 17th Street Suite 600 Philadelphia, PA 19103 215.567.7803 800.930.4663	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 215.563.5665
Urban League of Philadelphia 1818 Market Street 20th Floor Philadelphia, PA 19103 215.985.3220	American Financial Counseling Services 175 Trafford Avenue Suite One Wayne, PA 19087 267.228.7903 800.490.3039	FOB CDC 1201 West Olney Avenue Philadelphia, PA 19141 215.549.8755
HACE 167 W. Allegheny Avenue 2nd Fl Philadelphia, PA 19140 215.426.8025	American Credit Counseling Institute 526-528 Dekalb Street Norristown, PA 19401 610.971.2210 888.212.6741	Housing Partnership of Chester County 41 West Lancaster Ave Downington, PA 19335 610.518.1522
Germantown Settlement 5538 Wayne Avenue Bldg C Philadelphia, PA 19144 215.849.3104	Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 215.765.1221	Media Fellowship House 302 South Jackson Street Media, PA 19063 610.565.0434
Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 610.876.8663	Advocates for Financial Independence 202 East Hinkley Avenue Ridley Park, PA 19078 215.389.2810	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 215.324.7500
American Credit Counseling Institute 175 Stratford Avenue Suite 1 Wayne, PA 19087 610.971.2210 888.212.6741	American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 610.874.1484	APM 2147 North Sixth Street Philadelphia, PA 19122 215.235.6788
CCCS of Delaware Valley 790 E. Market St. Suite 170, Marshall Building West Chester, PA 19382 215.563.5665		

Exhibit “J”



Send Payments to:
P.O. Box 15222
Wilmington, DE 19886-5222

January 5, 2011

Kenneth A Trout
143 Academy Road
Clifton Heights, PA 19018-2502

Account No.: 173661376
Property Address:
143 Academy Road
Clifton Heights, PA 19018-2502

Current Servicer:
BAC Home Loans Servicing, LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call 1-717-780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	Kenneth A Trout
PROPERTY ADDRESS:	143 Academy Road
LOAN ACCT. NO.:	Clifton Heights, PA 19018-2502
ORIGINAL LENDER:	173661376
CURRENT LENDER/SERVICER:	BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

Please write your account number on all checks and correspondence.
We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law. BLOPA1 117331(2256 03/03/2010)

Payment Instructions:

- Make your check payable to BAC Home Loans Servicing, LP
- Don't send cash
- Please include coupon with your payment

Account Number: 173661376-9

Kenneth A Trout
143 Academy Road
Clifton Heights, PA 19018-2502

Balance Due for charges listed above: \$33,620.67 as of January 5, 2011.

Please update e-mail information on the reverse side of this coupon.

BLOPA1

Additional Principal

Additional Escrow

Check Total

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.



173661376990003362067003362067

1586990058173661376

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

BAC Home Loans Servicing, LP at P.O. Box 15222, Wilmington, DE 19886-5222.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	BAC Home Loans Servicing, LP
Address:	P. O. Box 660694 Dallas, TX 75266-0694
Phone Number:	1-800-669-0102
Fax Number:	1-817-230-6811
Contact Person:	MS TX2-977-0113
	Attention: Loan Counselor

We are currently developing a process to ensure secure email communications for your Home Retention inquiries. In the interim, please contact us at the telephone number or address provided.

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, BAC Home Loans Servicing, LP may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (I) observe the physical condition of your property, (II) verify that the property is occupied and/or (III) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.



This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

<u>Monthly Charges:</u>	07/01/2009	-	05/31/2010	@	\$1,745.85	\$19,204.35
	06/01/2010	-	01/31/2011	@	\$1,658.04	\$13,264.32
<u>Late Charges:</u>	07/01/2009	-	12/31/2010	@	\$54.80	\$986.40
<u>Other Charges:</u>	Uncollected Late Charges: INSPECTION-OCCUPIED Partial Payment Balance:					\$109.60 \$56.00 (\$0.00)
					TOTAL DUE:	\$33,620.67



This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

2245112620

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

DELAWARE COUNTY

Advocates for Financial Independence 1503 Wedsworth Ave Philadelphia, PA 19150 267-323-2896	CCCS of Delaware Valley 1003 East Lincoln Highway Suite 102 Coatesville, PA 19320 215.563.5665	Germantown Settlement 5538 Wayne Avenue Bldg C Philadelphia, PA 19144 215.549.3104
American Credit Counseling Institute 175 Stratford Avenue Suite 1 Wayne, PA 19087 610.971.2210 888.212.6741	CCCS of Delaware Valley 1608 Walnut Street 10th Floor Philadelphia, PA 19107 215.563.5665	HACE 167 W. Allegheny Avenue 2nd Fl Philadelphia, PA 19140 215.426.8025
American Credit Counseling Institute 526-528 Dekab Street Norristown, PA 19401 610.971.2210 888.212.6741	CCCS of Delaware Valley 4400 North Reesee Street Philadelphia, PA 19140 Philadelphia, PA 19140 215.563.5665	Housing Partnership of Chester County 41 West Lancaster Ave Downington, PA 19335 610.518.1522
American Financial Counseling Services Inc. 175 Stratford Avenue Suite One Wayne, PA 19087 267.228.7903 800.490.3039	CCCS of Delaware Valley 113 East Main Street 2nd Floor Norristown, PA 19401 215.563.5665	Media Fellowship House 302 South Jackson Street Media, PA 19063 610.565.0434
American Financial Counseling Services Inc. 405 West Germantown Pike Norristown, PA 19403 267.228.7903 800.490.3039	CCCS of Delaware Valley 770 E Market Street Suite 190 West Chester, PA 19382 215.563.5665	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 215.324.7500
American Financial Counseling Services Inc. 1080 N. Delaware Avenue Suite 200 Philadelphia, PA 19125 267.228.7903 800.490.3039	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 Media, PA 19063 215.563.5665	Phila Council For Community Advmnt 1617 John F Kennedy Blvd Suite 1550 Philadelphia, PA 19103 215.567.7803 600.930.4663
American Red Cross of Chester 1725 Edgemont Avenue Chester, PA 19013 610.874.1484	Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 610.876.8663	Urban League of Philadelphia 121 S Broad St 9th Floor Philadelphia, PA 19107 215.985.3220
APM 600 W Diamond Street Philadelphia, PA 19122 215.235.6070 287.953.4615	Diversified Community Services Dixon House 1920 South 20th Street Philadelphia, PA 19145 215.336.3511	
Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 Philadelphia, PA 19131 215.877.1157	FOB CDC 1201 West Oiney Avenue Philadelphia, PA 19141 215.549.8755	

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

If you are unable to cure the default on or before February 4, 2011, BAC Home Loans Servicing, LP wants you to be aware of various options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least 1/4 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by February 4, 2011 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for Thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for Thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within Thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

NOTICE OF INTENT TO FORECLOSE YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE. YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE.

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

143 Academy Road Clifton Heights, PA 19018-2502

IS SERIOUSLY IN DEFAULT because

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

<u>Monthly Charges:</u>	07/01/2009	\$19,204.35
	06/01/2010	\$13,264.32
<u>Late Charges:</u>	07/01/2009	\$986.40
<u>Other Charges:</u>	Uncollected Late Charges: Uncollected Costs: Partial Payment Balance:	\$109.60 \$56.00 (\$0.00)
	TOTAL DUE:	\$33,620.67

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$33,620.67 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

E-mail use: Providing your e-mail address below will allow us to send you information on your account.
Account Number: 173661376
Kenneth A Trout E-mail address:

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.



Send Payments to:
P.O. Box 15222
Wilmington, DE 19886-5222

January 5, 2011

Maria A Trout
143 Academy Road
Clifton Heights, PA 19018-2502

Account No.: 173661376
Property Address:
143 Academy Road
Clifton Heights, PA 19018-2502

Current Servicer:
BAC Home Loans Servicing, LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency

The names, addresses and phone numbers of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call 1-717-760-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	Maria A Trout
PROPERTY ADDRESS:	<u>143 Academy Road</u> <u>Clifton Heights, PA 19018-2502</u>
LOAN ACCT. NO.:	<u>173661376</u>
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	<u>BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

Please write your account number on all checks and correspondence.
We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law. BLOPAI 11722/l2255 03/08/2010

Payment Instructions:

- Make your check payable to BAC Home Loans Servicing, LP
 - Don't send cash
 - Please include coupon with your payment

Account Number 173561376-9

Maria A Trout
143 Academy Road
Clifton Heights, PA 19023-2501

Balance Due for charges listed above: \$33,620.67 as of January 5, 2011.
Please update e-mail information on the reverse side of this coupon.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated on the basis of a 28-day month.

BAC Home Loans Servicing, LP
PO BOX 15222
Wilmington, DE 19886-5222
1-800-669-0102

Additions
Principal
Additions
Escrow
Check
Total

173661376900003362067003362067

158699005811736613764

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

BAC Home Loans Servicing, LP at P.O. Box 15222, Wilmington, DE 19886-5222.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	BAC Home Loans Servicing, LP
<u>Address:</u>	P. O. Box 660694 Dallas, TX 75266-0694
<u>Phone Number:</u>	1-800-669-0102
<u>Fax Number:</u>	1-817-230-6811
<u>Contact Person:</u>	MS TX2-977-01-13 Attention: Loan Counselor

We are currently developing a process to ensure secure email communications for your Home Retention Inquiries. In the interim, please contact us at the telephone number or address provided.

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, BAC Home Loans Servicing, LP may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagor's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.



This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

<u>Monthly Charges:</u>	07/01/2009 - 05/31/2010	@	\$1,745.85	\$19,204.35
	06/01/2010 - 01/31/2011	@	\$1,658.04	\$13,264.32
<u>Late Charges:</u>	07/01/2009 - 12/31/2010	@	\$54.80	\$986.40
<u>Other Charges:</u>	Uncollected Late Charges: INSPECTION-OCCUPIED Partial Payment Balance:			\$109.60 \$56.00 (\$0.00)
			TOTAL DUE:	\$33,620.67



This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

2245112619

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

DELAWARE COUNTY

Advocates for Financial Independence 1503 Wadsworth Ave Philadelphia, PA 19150 267-323-2896	CCCS of Delaware Valley 1003 East Lincoln Highway Suite 102 Coatesville, PA 19320 215.563.5665	Germantown Settlement 5538 Wayna Avenue Bldg C Philadelphia, PA 19144 215.849.3104
American Credit Counseling Institute 175 Stratford Avenue Suite 1 Wayne, PA 19087 610.971.2210 888.212.6741	CCCS of Delaware Valley 1608 Walnut Street 10th Floor Philadelphia, PA 19107 215.563.5665	HACE 167 W. Allegheny Avenue 2nd Fl Philadelphia, PA 19140 215.426.8025
American Credit Counseling Institute 526-528 Dekalb Street Norristown, PA 19401 610.971.2210 888.212.6741	CCCS of Delaware Valley 4400 North Rees Street Philadelphia, PA 19140 Philadelphia, PA 19140 215.563.5665	Housing Partnership of Chester County 41 West Lancaster Ave Downington, PA 19335 610.518.1522
American Financial Counseling Services Inc. 175 Stratford Avenue Suite One Wayne, PA 19087 267.228.7903 800.490.3039	CCCS of Delaware Valley 113 East Main Street 2nd Floor Norristown, PA 19401 215.563.5665	Media Fellowship House 302 South Jackson Street Media, PA 19063 610.565.0434
American Financial Counseling Services Inc. 405 West Germantown Pike Norristown, PA 19403 267.228.7903 800.490.3039	CCCS of Delaware Valley 770 E Market Street Suite 190 West Chester, PA 19382 215.563.5665	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 215.324.7500
American Financial Counseling Services Inc. 1080 N. Delaware Avenue Suite 200 Philadelphia, PA 19125 267.228.7903 800.490.3039	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 Media, PA 19063 215.563.5665	Phila Council For Community Advmnt 1617 John F Kennedy Blvd Suite 1550 Philadelphia, PA 19103 215.567.7803 800.930.4653
American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 610.874.1484	Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 610.876.6653	Urban League of Philadelphia 121 S Broad St 9th Floor Philadelphia, PA 19107 215.985.3220
APM 600 W Diamond Street Philadelphia, PA 19122 215.235.6070 267.953.4615	Diversified Community Services Dixon House 1920 South 20th Street Philadelphia, PA 19145 215.336.3511	
Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 Philadelphia, PA 19131 215.877.1157	FOB CDC 1201 West Olney Avenue Philadelphia, PA 19141 215.549.8755	

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

If you are unable to cure the default on or before February 4, 2011, BAC Home Loans Servicing, LP wants you to be aware of various options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by February 4, 2011 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for Thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for Thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within Thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

NOTICE OF INTENT TO FORECLOSE YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE. YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE.

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

143 Academy Road Clifton Heights, PA 19018-2502

IS SERIOUSLY IN DEFAULT because

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

<u>Monthly Charges:</u>	07/01/2009	\$19,204.35
	06/01/2010	\$13,264.32
<u>Late Charges:</u>	07/01/2009	\$986.40
<u>Other Charges:</u>	Uncollected Late Charges:	\$109.60
	Uncollected Costs:	\$56.00
	Partial Payment Balance:	(\\$0.00)
	TOTAL DUE:	\$33,620.67

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$33,620.67 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

E-mail use: Providing your e-mail address below will allow us to send you information on your account.
Account Number: 173661376
Maria A Trout E-mail address:

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.

Exhibit “K”

YOUR 3 BUREAU MERGED CREDIT REPORT

Reference #: F96633116

Original Report Date: 06/08/2011

Name: Maria Trout
 Address: 143 Academy Road Clifton Heights, PA 19018

DOB: 09/22/1974

SUMMARY

Account Type	Count	Balance	Payments	Open	Closed	Deferred/Unknown
Real Estate						
Equifax	1	\$144,671	\$1,745	1	0	0
Experian	2	\$144,619	\$1,745	1	1	0
TransUnion	2	\$144,619	\$1,745	1	1	0
Installment						
Equifax	8	\$9,612	\$370	1	7	0
Experian	8	\$9,612	\$370	1	7	0
TransUnion	9	\$9,612	\$370	1	8	0
Revolving						
Equifax	7	\$0	\$0	0	7	0
Experian	12	\$0	\$0	0	12	0
TransUnion	7	\$0	\$0	0	7	0
Other						
Equifax	0	\$0	\$0	0	0	0
Experian	0	\$0	\$0	0	0	0
TransUnion	0	\$0	\$0	0	0	0

	Inquiries	Public Records	Collection Accounts	Delinquencies Now	Delinquencies Prior
Equifax	1	1	2	1	6
Experian	2	1	3	2	3
TransUnion	9	1	2	3	6

Comments: TransUnion Paid collection

Bureau	Days Past Due		History Date	24 Month History
	30	60	90+	
Experian	-	-		
TransUnion	-	-		

Account: BAC HOME LOANS SERVICI				Acct #: 17366XXXX	Type: Real Estate			
Bureau	Bureau Code	Date Open	High Limit	Monthly Payment	Account Balance	Last Reported	Account Status	Amount Past Due
Equifax	J	09/2007	\$144,671	\$1,745	\$144,671	02/2011	Open	\$34,302
Experian	J	09/2007	\$144,619	\$1,745	\$144,619	01/2011	Open	\$32,468
TransUnion	J	09/2007	\$144,619	\$1,745	\$144,619	01/2011	Open	\$32,468

Comments: Experian Account in dispute - reported by subscriber (FCBA) TransUnion Conventional Real Estate Mortgage

Bureau	Days Past Due		History Date	24 Month History
	30	60	90+	
Equifax	3	1	16	02/2008
Experian	1	1	17	01/2011
TransUnion	3	1	16	01/2011

Account: CAP ONE				Acct #: 51780526XXXX	Type: Revolving			
Bureau	Bureau Code	Date Open	High Limit	Monthly Payment	Account Balance	Last Reported	Account Status	Amount Past Due
Equifax	I	03/2006	\$3,500	-	\$0	07/2008	Paid	-
Experian	I	03/2006	\$4,136	-	-	06/2008	Closed	-
TransUnion	I	03/2006	\$4,136	-	\$0	04/2008	Closed	\$0

Comments: Experian Account closed at consumers request TransUnion Credit Card

Bureau	Days Past Due		History Date	24 Month History
	30	60	90+	
Equifax	2	2	0	04/2008
Experian	2	2	0	06/2008
TransUnion	2	2	0	04/2008

Account: FIRST PREMIER BANK				Acct #: 517800781647XXXX	Type: Revolving			
Bureau	Bureau Code	Date Open	High Limit	Monthly Payment	Account Balance	Last Reported	Account Status	Amount Past Due
Equifax	I	01/2008	\$300	-	\$0	10/2008	Paid	-
Experian	I	01/2008	\$327	-	-	06/2008	Closed	-
TransUnion	I	01/2008	\$327	-	\$0	10/2008	Closed	\$0

TransUnion

Page 1 of 9

[AnnualCreditReport.com](#) | [Return to AnnualCreditReport.com](#) | [Frequently Asked Questions](#) | [Contact AnnualCreditReport.com](#)



your products | help

[1. welcome](#)[2 confirm your identity](#)[3 view your report](#)
[transunion credit report](#) | [report an inaccuracy](#) | [consumer rights](#) | [credit score](#)

Personal Credit Report

KENNETH A. TROUT
Source: TransUnion

Your FREE Credit Score*

July 16, 2010

Display a printer friendly version

We recommend that you print this page. Closing this window will eject you from the free credit report request process and you will be unable to return for a year.

* For your convenience we will use the data you supplied to us in the order process.

- [Found an inaccuracy? Click to learn about correcting](#)
- [Where is my FREE TransUnion credit score?](#)

* For your convenience we will use the data you supplied to us in the order process.

Personal Information

Name: KENNETH A. TROUT

You have been on our files since 01/1991

File Number: 224409633
Date issued: 07/16/2010

SSN: XXX-XX-8063
Date of Birth: 09/1967

Telephone: 466-4726

Your SSN is partially masked for your protection

CURRENT ADDRESS

Address: 143 ACADEMY RD.
CLIFTON HEIGHTS, PA 19018

Date Reported: 10/2007

PREVIOUS ADDRESSES

Address: 7321 LORETO AV., #1
PHILADELPHIA, PA 19111

Date Reported: 05/2002

Address: 9200 BUSTLETON AV., #1506
PHILADELPHIA, PA 19115

EMPLOYMENT DATA REPORTED

Employer Name: ALLIED TUBE
Date Reported: 08/2004

Position: FORKLIFT DRIVER
Date Hired: 02/2002

Employer Name: PCI
Location: PENNSAUKEN, NJ
Date Reported: 07/1996

Position:
Date Hired:

Special Notes: Your Social Security number has been masked for your protection. You may request disclosure of the full number by writing to us at the address found at the end of this report. Also if any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

TransUnion

Page 2 of 9

Account Information

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

NA	X	OK	EE	EE	90	120
Not Applicable.	Unknown	Current	30 days late	60 days late	90 days late	120 days late

Adverse Accounts

The following accounts contain information that some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in >brackets< or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors. (Note: The account # may be scrambled by the creditor for your protection).

BAC HOME LOANS SERV LP #173661376

450 AMERICAN ST SV
SIMI VALLEY, CA 93065
(800) 669-6607

Balance: \$144,873
Date Updated: 05/2010
High Balance: \$137,750
Past Due: >\$36,662<
Terms: \$1,745 for 360 months

Pay Status: >120 Days Past Due
Account Type: Mortgage Account
Responsibility: Joint Account
Date Opened: 09/2007

Loan Type: Conventional Real Estate Mtg
>Maximum delinquency of 120+ days in 0

Estimated date that this item will be removed: 08/2015

Late Payments

Late Payments


X Close window

Online Personal Credit Report from Experian for

Experian credit report prepared for
KENNETH TROUT

Your report number is

3756-2360-65

Report date:

07/16/2010

Print report

Index:

- [Contact us](#)
- [Potentially negative items](#)
- [Accounts in good standing](#)
- [Requests for your credit history](#)
- [Personal information](#)
- [Important message from Experian](#)
- [Know your rights](#)

Experian collects and organizes information about you and your credit history from public records, your creditors and other reliable sources. By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as "Medical Information Provider." Consumer statements included on your report at your request that contain medical information are disclosed to others.

To return to your report in the near future, log on to www.experian.com/consumer and select "View your report again" or "Dispute" and then enter your report number.

If you disagree with information in this report, return to the Report Summary page and follow the instructions for disputing.

Contact us

[back to top](#)

Need to view your report again or dispute information? Access your report online at www.experian.com/viewreport. You may also contact us by mail at:

NCAC
P.O. Box 9701
Allen, TX 75013

Or, by phone at:
1 800 493 1058
Monday through Friday, 9 am to 5 pm in your time zone.

Potentially Negative Items or items for further review

[back to top](#)

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Credit Items

For your protection, the last few digits of your account numbers do not display.

BAC HOME LOANS/COUNTRYWIDE

Address: Account Number:
450 AMERICAN ST # SV416 17366....
SIMI VALLEY, CA 93065
(800) 669-6607

Address Identification Number:
0039445486

Status: Open. \$34,808 past due as of Jun 2010.

Status Details: As of Nov 2015, this account is scheduled to go to a positive status.

Date Opened:	Type:
09/2007	Mortgage
Reported Since:	Terms:
04/2008	30 Years
Date of Status:	Monthly Payment:
04/2010	\$1,745
Last Reported:	Responsibility:
06/2010	Joint with MARIA A TROUT

Credit Limit/Original Amount:
\$137,750
High Balance:
NA
Recent Balance:
\$144,823 as of 06/2010
Recent Payment:
\$0

Account History:

180 days past due as of Apr 2010 to Jun 2010, Sep 2008 to Dec 2008

150 days past due as of Aug 2008
120 days past due as of Jul 2008
90 days past due as of Jun 2008
60 days past due as of May 2008
30 days past due as of Apr 2008

Balance History:

05/2010 \$144,873
04/2010 \$144,873

The original amount of this account was \$137,750

BAC HOME LOANS/COUNTRYWIDE

Address: Account Number:
450 AMERICAN ST # SV416 17366....
SIMI VALLEY, CA 93065
(800) 669-6607

Address Identification Number:
0039445486

Status: Transferred,closed.

Date Opener:	Type:
09/2007	Mortgage
Reported Since:	Terms:
10/2007	30 Years
Date of Status:	Monthly Payment:
02/2009	\$0
Last Reported:	Responsibility:
02/2009	Joint with MARIA A TROUT

Credit Limit/Original Amount:
\$137,750
High Balance:
NA
Recent Balance:
NA
Recent Payment:
NA

Creditor's Statement: Account transferred to another lender.

Account History:

180 days past due as of Sep 2008 to Dec 2008
150 days past due as of Aug 2008
120 days past due as of Jul 2008
90 days past due as of Jun 2008
60 days past due as of May 2008
30 days past due as of Feb 2008 to Apr 2008

Balance History:

01/2009 \$0
12/2008 \$137,197
11/2008 \$137,278